



To enrich lives through effective and caring service



Stan Wisniewski
Director

Kerry Gottlieb
Chief Deputy

April 1, 2004

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**CONTRACT FOR URBAN PLANNING AND DESIGN CONSULTANT SERVICES
(THIRD AND FOURTH DISTRICTS)
(3 VOTES)**

IT IS RECOMMENDED THAT YOUR BOARD:

Approve award of and instruct the Chairman to execute the attached three-year contract, plus two one-year extension options, with EDAW, Inc., for urban planning and design services pertaining to Marina del Rey and County-operated beaches, at an aggregate County cost not to exceed \$240,000 for this and three other urban planning and design consultant contracts approved by your Board on March 23, 2004, plus additional costs subject to reimbursement pursuant to Board policy.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of this consulting contract will enable the Department to continue to have a qualified panel of professional urban planning and design consultants from which it can obtain recommended architectural standards and planning recommendations that will help ensure the success of Marina del Rey's redevelopment and beach improvement projects.

JUSTIFICATION

The Department has retained and benefited from urban planning and design consulting services provided by consultants for years. To continue to ensure that public and private developments on the County's Marina del Rey and beach properties meet

appropriate environmental and esthetic standards and are properly integrated with infrastructure and new development, it is essential that the Marina del Rey Design Control Board, the Small Craft Harbor Commission and the Department be advised by knowledgeable consultants. The Department issued a Request for Proposals (RFP) to find the best services for a reasonable price and recommended the four highest-rated proposers for contract award. Each of them has assembled a team that comprises a broad spectrum of expertise available to perform various assignments as directed by the Department as to beach projects and as to Marina del Rey projects in implementation of the Board-adopted Marina del Rey Asset Management Strategy. The requested services are all of an extraordinary, professional, and technical nature and are needed on a part-time or intermittent basis. Three contracts were already approved by your Board on March 23, 2004, but this fourth contract required additional time to develop a mutually acceptable conflict of interest provision before it could be brought to your Board for approval.

Implementation of Strategic Plan Goals

The urban planning and design consulting services will promote and further the Board-approved Strategic Plan Goals of Service Excellence, enabling the Department to immediately respond to a need for specialized urban planning and design services, and Fiscal Responsibility, providing retained as-needed professional services and averting prolonged contracting processes.

FISCAL IMPACT/FINANCING

The total compensation for all County-funded urban planning and design consulting services is not to exceed \$240,000 in the aggregate in any contract year. This amount may be supplemented to the extent a lessee is obligated to reimburse the consultant's fees and expenses pursuant to the Process for Managing Marina del Rey Leasehold Extension Proposals, as approved by your Board on March 21, 1995. Subject to approval in the County budget process, the contracts provide that the Director may increase the maximum annual amount of County-funded compensation by up to 20 percent in any year of the contract or any extension period.

Each contract is written with a \$240,000 annual limit as to County-funded fees in order to provide maximum flexibility in deciding how much work (within the \$240,000 aggregate total limit) to provide each consultant. Such fees will be payable based on hourly billings at specified contract rates.

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The cost of this contract is included in the Department's 2003-2004 adopted budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Department previously recommended three consultants for these services, and their contracts were approved by your Board on March 23, 2004. At that time, the Department also indicated its intention to recommend approval of a fourth consultant, EDAW, Inc., upon reaching agreement on conflict of interest language. As we have now reached agreement on said language, we are recommending EDAW for approval by your Board.

But for variations relating to hourly fees and conflict of interest language, EDAW's contract is identical to the three contracts already approved by your Board. The contract is for urban planning and design consulting services for a three-year term with two one-year extension options, which may be exercised at the Department's discretion. The contract will commence on the later of April 17, 2004 or the date of approval by your Board.

The contract contains the County's standard provisions regarding contractor obligations and is in compliance with all Board, Chief Administrative Office and County Counsel requirements.

The contract is not subject to the County's Living Wage Ordinance as the services are of a technical nature and are being utilized on an as-needed basis.

The contract has been approved as to form by County Counsel. The CAO's Risk Management Office has approved the insurance coverage, indemnification, and liability provisions included in the contract.

CONTRACTING PROCESS

The Department conducted a Request for Proposals (RFP) process in selecting its proposed contractors. This contract solicitation was advertised in the Argonaut, the Culver City Star, the Daily Breeze, the Eastside Sun, the Los Angeles Daily News, the Los Angeles Sentinel, the Los Angeles Times, and the Santa Monica Observer. The opportunity was also advertised on the County's Bid Web page (Attachment 1), as well as the Department's own Internet site. The RFP was sent out by direct mail to a list of 90 firms (Attachment 2).

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Twelve of the firms submitted proposals. All twelve proposals met the RFP's minimum requirements and were evaluated.

A four-person evaluation committee composed of one member from the Department's Planning Division, one member of the Department's Asset Management Division, a representative from the Department of Public Works and a member of the Architectural Evaluation Board for the County of Los Angeles evaluated the twelve consultants based on a weighted evaluation of: (1) experience and organizational resources, 60 percent; (2) approach to contract requirements, 30 percent; and (3) references, 10 percent. In accordance with Government Code Section 4526, the proposals were not rated on compensation. The committee determined that the four highest rated consultants had the ability, experience and resources to provide the Department with quality urban planning and design consulting services.

The Director considered and agreed with the committee's recommendations and previously brought to your Board for approval contracts with three of the four recommended consultants, which were approved on March 23, 2004. As agreement has now been reached on a conflict of interest provision with the fourth consultant, EDAW, Inc, the Director is returning to your Board requesting your approval of the fourth contract for these services. The use of multiple contractors in appropriate situations will provide the needed flexibility to enable the Department to respond to its many and varied responsibilities in the most economical and professional manner.

Attachment 3 details the minority and gender composition of the qualifying firms. However, on final consideration of award, the recommended consultant was selected without regard to gender, race, creed or color.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The Department is currently contracting for these urban planning and design consulting services through the private sector, and these contracts will continue that practice.

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CONCLUSION

Instruct the Executive Officer to send two executed copies of the contract to the Department of Beaches and Harbors, as well as one copy of this Board letter.

Respectfully submitted,

A handwritten signature in black ink that reads "Stan Wisniewski". The signature is written in a cursive, flowing style.

Stan Wisniewski, Director

SW:hh

Attachments (4)

C: Chief Administrative Officer
County Counsel
Executive Officer, Board of Supervisors

Bid Detail Information

Bid Number : DBH-8

Bid Title : Urban Planning and Design Consulting Services

Bid Type : Service

Department : Beaches and Harbors

Commodity : CONSULTING SERVICES - URBAN PLANNING

Open Date : 12/15/2003

Closing Date : 1/20/2004 5:00 PM

Bid Amount : N/A

Bid Download : [Available](#)

Bid Description : The Los Angeles County Department of Beaches and Harbors is seeking a qualified and experienced firm or team to provide urban planning and design consulting services.

An informational meeting will be held at 1:30 p.m. on January 8, 2004 at the Chace Park Community Building, 13650 Mindanao Way, Marina del Rey, CA. The deadline for submitting proposals will be 5:00 p.m., January 20, 2004

Proposers or their principle owners must have a minimum five years' experience in performing significant urban planning and design consulting services for governmental agencies or private organizations.

Contact Name : Harold Harris

Contact Phone# : (310) 577-5736

Contact Email : haroldh@dbh.co.la.ca.us

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[Back to Last Window](#)

E & K ARCHITECTS
780 WILSHIRE BL
STE 250
LOS ANGELES, CA 90010

ENVIROTECTURE INC
3600 WILSHIRE BL
STE 1402
LOS ANGELES, CA 90010

HCA PARTNERS
54 W GREEN ST
PASADENA CA 91105

ANDRES MACIEL
26 AVE DEL MAR
SAN CLEMENTE CA

KATHERINE SPITZ
4212 ½ GLENCOE AVE
MARINA DEL REY CA 90292

SANCHEZ/KEMPE ASSOCIATES
60 W GREEN ST
PASADENA CA 91105

MORRIS ARCHITECTS
355 CULVER BL
CULVER CITY CA 90232

RJM DESIGN GROUP
31591 CAMINO CAPISTRANO
SAN JUAN CAPISTRANO CA 92675

KLUGER KOLLIN ARCHITECTS
2472 CHAMBERS RD
TUSTIN CA 92780

STEWART, ROMBERGER & ASSOC
20 BOYD ST
LOS ANGELES CA 90013

JENKINS/GALES & MARTINEZ
5933 W CENTURY BL
STE 1000
LOS ANGELES, CA 90045

TED TANAKA ARCHITECTS
11307 N HINDRY AVE
LOS ANGELES, CA 90045

CORNERSTONE STUDIOS
LANDSCAPE ARCHITECTS
TH FLOOR
06 W 4TH ST
SANTA ANA CA 92701

JOHN WULFMEYER ARCHITECT
3920 STANSBURY AVE
SHERMAN OAKS, CA 91423

KI SUH PARK
GRUEN ASSOCIATES
6330 SAN VICENTE BL
STE 200
LOS ANGELES, CA 9048

TKL ASSOCIATES
33 S HOPE ST
LOS ANGELES CA 90071

SM TOLKIN ARCHITECTS
1408 3RD ST
SANTA MONICA CA 90401

RNL DESIGN
611 W 6TH ST
LOS ANGELES CA 90017

CDS
00 E DEL MAR BL
STE 108
PASADENA CA 91108

SELBERT/PERKINS DESIGN
1916 MAIN ST
SANTA MONICA CA 90405

TERRY MARCELLUS
5933 W CENTURY BL
STE 1000
LOS ANGELES CA 90045

MURKISS ROSE/RS
01 N HARBOR
FULLERTON CA 92832-1506

EDAW
1916 MAIN ST
SANTA MONICA CA 90405-1006

BARTON MYERS & ASSOCIATES
9348 CIVIC CENTER DR
BEVERLY HILLS CA 90210

JKK
659 11TH ST
SANTA MONICA CA 90404

CAMPBELL & CAMPBELL
1425 5TH ST
SANTA MONICA CA 90401

COMMUNITY WORKS DESIGN
GROUP
4649 BROCKTON AVE
RIVERSIDE CA 92506

VINEGRA & VINEGRA
ARCHITECTURE
314 WILSHIRE BL
LOS ANGELES CA 90017-1705

AKAR STUDIO
1404 3RD ST
STE 201
SANTA MONICA CA 90401

LYNN CAPOUYA
LANDSCAPE ARCHITECTS
3822 CAMPUS DR
STE 120
NEWPORT BEACH CA 92660

JORBRITZ ARCHITECTS
00 FERNWOOD PACIFIC
OPANGA CA 90290

THOMAS C HARE
2992 E LA PALMA
ANAHEIM CA 92806-2616

RBF CONSULTING
URBAN DESIGN STUDIO
14725 ALTON PKWY
IRVINE CA 92618-2069

PF ARCHITECTS
384 ROBERTSON PL
ND FLOOR

LANGOON WILSON ARCHITECTS
18800 VON KARMAN
STE 200
IRVINE CA 92612

MARTY BORKO
GENSLER
2500 BROADWAY
SUITE 300
SANTA MONICA, CA 90404

ROBERT D. SMITH
RTKL ASSOCIATES, INC.
333 SOUTH HOPE STREET
LOS ANGELES, CA 90071

ROBERT J MUETING
RJM DESIGN GROUP, INC.
31591 CAMINO CAPISTRANO
SAN JUAN CAPISTRANO, CA
92675

EARL E. GALES, JR.
JENKINS/GALES & MARTINEZ
5933 WEST CENTURY BLVD
SUITE 1000
LOS ANGELES, CA 90045

IZ ARCHITECTURE STUDIOS
39 AMOROSCO PLACE
ENICE CA 90291

BARRIO PLANNERS INC
5271 E BEVERLY BL
LOS ANGELES CA 90022

BON TERRA CONSULTING
151 KALMUS DR STE E-200
COSTA MESA CA 92626

ANDMARK DESIGN
6 LONG COURT STE B
THOUSAND OAKS CA 91360

MELENDREZ BABALAS ASSOC
617 S OLIVE ST STE 1110
LOS ANGELES CA 90014

MYRA L FRANK & ASSOC
811 W 7TH ST STE 800
LOS ANGELES, CA 90017

ARAGON PROJECT RESOURCES
VC
0 CORPORATE PK STE 310
RVINE CA 92606

R-2 ARCH
2357 1/2 GLENDON AVE
LOS ANGELES CA

RECARDA BENNETT & ASSOC
3075 E THOUSAND OAKS BL
STE 100
WESTLAKE VILLAGE, CA 91320

AKATA ASSOCIATES
00 FREMONT AVE
SOUTH PASADENA CA 91030

ULTRASYSTEMS ENVIRONMENTAL
6 JENNER STE 210
IRVINE CA 92618

WAYNE C SIU ARCHITECTS &
ASSOCIATES
201 N BREA BL STE A
BREA CA 92821

EE BURKHART LIU
890 COLORADO AVE
SANTA MONICA CA 90404

McDONOUGH & ASSOCIATES
3303 PICO BL STE D
SANTA MONICA CA 90405

MESA ENGINEERING INC
207 E POMONA BL STE A
MONTEREY PARK CA

WIRE SIEGAL
166 OAKWOOD AVE
A CANADA CA 91011

TAKAHASHI ASSOCIATES
941 AMANDA LN
LA HABRA CA 90631

TETRA DESIGN
1055 WILSHIRE BL
STE 1885
LOS ANGELES CA 90017

HE NEIMAN GROUP
2111 OHIO AVE
LOS ANGELES CA 90025

TM ENGINEERS INC
226 AVENIDA DEL MAR
SAN CLEMENTE CA 92672

TN & ASSOCIATES
950 COUNTRY SQUARE DR
STE 212
VENTURA CA 93003

VOU & PARTNERS INC
880 CENTURY PARK EAST
STE 608
LOS ANGELES CA 90067

URBAN DESIGN GROUP
14725 ALTON PKWY
NO C240415
IRVINE CA 92618

VAN TILBURG BANVARD &
SODERBERGH
225 ARIZONA AVE PENTHOUSE
SANTA MONICA CA 90401

VENTURE 2 CONSULTANTS
13 CALLE DE INDUSTRIAS
STE 420
SAN CLEMENTE CA 92672

VIC SCHNEIDER ARCHITECT
3242 MOUNTAIN VIEW AVE
LOS ANGELES CA 90066

VILLANUEVA/ARNONI ARCHITECTS
245 FISCHER AVE STE A-3
COSTA MESA CA 92626

VALLACE ROBERTS & TODD
133 COLUMBIA ST STE 205
SAN DIEGO CA 92101

WARE & MALCOMB ARCHITECTS
18002 COWAN
IRVINE CA 92714

WHEELER & GRAY INC
7462 N FIGUEROA ST
2ND FLOOR
LOS ANGELES CA 90041

VIDON WEIN COHEN
1020 SANTA MONICA BL
STE 400
SANTA MONICA CA 90401

WIMER YAMADA & CAUGHEY
516 5TH AVE
SAN DIEGO CA 92101

WMM ASSOCIATES
3731 WILSHIRE BL
STE 670
LOS ANGELES CA 90041

WUGACHI & WU
215 CALIFORNIA AVE
SANTA MONICA CA 90403

ZEBALLOS & SMULEVICH
2940 NEBRASKA AVE
SANTA MONICA CA

HALL & FORMAN INC
203 N GOLDEN CIRCLE DR
STE 300
SANTA ANA CA 92705

AMELA BURTON & COMPANY
24 MICHIGAN AVE
SANTA MONICA CA 90404

PBS&J
18022 COWAN STE 100A
IRVINE CA 92614

DAVID VOLTZ DESIGN
17050 BUSHARD ST
STE 300
FOUNTAIN VALLEY CA 92708

IPF ARCHITECTS
384 ROBERTSON PL
LOS ANGELES CA 90034

ACENTECH
1429 THOUSAND OAKS BL
STE 200
SANTA MONICA CA 91362

ACSA INC
17163 OSBORNE ST
NORTHRIDGE CA 91325

DAMSON
101 ARIZONA AVE
SANTA MONICA CA 90401

AHT ARCHITECTS
2120 WILSHIRE BL STE 200
SANTA MONICA CA 90403

DOUGLAS A. CAMPBELL
CAMPBELL & CAMPBELL
1425 FIFTH STREET
SANTA MONICA, CA 90401

ERI OKA
DAW, INC.
916 MAIN STREET
SANTA MONICA, CA 90405

EHRENKRANTZ ECKSTUT & KUHN
3780 WILSHIRE BLVD
SUITE 250
LOS ANGELES, CA 90010

KI SUH PARK
GRUEN ASSOCIATES
6330 SAN VICENTE BLVD
SUITE 200
LOS ANGELES, CA 90048

KATHERINE SPITZ
KATHERINE SPITZ & ASSOC.
212 1/2 GLENCOE AVE
MARINA DEL REY, CA 90292

JERRY C. VINIEGRA
VINIEGRA & VINIEGRA
ARCHITECTURE
1314 WILSHIRE BLVD
LOS ANGELES, CA 90017

DAVID BERKSON
SWA GROUP, INC.
580 BROADWAY, SUITE 200
LAGUNA BEACH, CA 92651

**URBAN PLANNING AND DESIGN CONSULTANT PROPOSERS
FIRM/ORGANIZATION INFORMATION**

ATTACHMENT 3

PROPOSER	COMPOSITION	OWNERS/ PARTNERS/ ASSOCIATE PARTNERS		MGRS		STAFF		TOTAL	% OWNERSHIP	
		M	F	M	F	M	F		M	F
EDAW Certifications: None Claimed	Black/African American					3	12	15		
	Hispanic/Latino	1		1	2	7	12	23	2%	
	Asian or Pacific Islander	1		2	3	22	33	61	2%	
	Amer. Indian/Alaska Native						2	2		
	Filipino American							0		
	White	38	8	23	23	219	221	532	79%	17%
	TOTALS	40	8	26	28	251	280	633	83%	17%
Gruen Associates Certifications: MTA (M)	Black/African American					1	1	2		
	Hispanic/Latino				1	5	2	8		
	Asian or Pacific Islander	3		1		9	13	26	63%	
	Amer. Indian/Alaska Native							0		
	Filipino American			1	2	2		5		
	White	2	2	2	1	12	5	24	34%	3%
	TOTALS	5	2	4	4	29	21	65	97%	3%
Johnson Fain Certifications: None Claimed	Black/African American					1	1	2		
	Hispanic/Latino			1		5	3	9		
	Asian or Pacific Islander			3	2	14	14	33		
	Amer. Indian/Alaska Native							0		
	Filipino American				1		3	4		
	White	2		15	3	10	12	42	100%	
	TOTALS	2	0	19	6	30	33	90	100%	0%
RRM Design Group Certifications: None Claimed	Black/African American					1		1		
	Hispanic/Latino					10	4	14		
	Asian or Pacific Islander					1	2	3		
	Amer. Indian/Alaska Native					2		2		
	Filipino American							0		
	White	8	1	12	5	52	48	126	95%	5%
	TOTALS	8	1	12	5	66	54	146	95%	5%
WRT (1) Certifications: None claimed	Black/African American			1		1	4	6		
	Hispanic/Latino	2	1	3	1	1	4	12		
	Asian or Pacific Islander	4	1	8	9	1	2	25	12%	
	Amer. Indian/Alaska Native							0		
	Filipino American							0		
	White	40	10	29	18	4	18	119	76%	12%
	TOTALS	46	12	41	28	7	28	162	88%	12%
Gensler (2) Privately held Corporation Certifications: None claimed	Black/African American	3	8			16	33	60		
	Hispanic/Latino	7	5			45	51	108		
	Asian or Pacific Islander	15	2			113	124	254		
	Amer. Indian/Alaska Native		1			1	1	3		
	Filipino American							0		
	White	118	89			503	453	1163		
	TOTALS	143	105	N/A	N/A	678	662	1588	N/A	N/A
AC Martin Partners Certifications: None claimed	Black/African American						2	2		
	Hispanic/Latino					6	2	8		
	Asian or Pacific Islander					11	4	15		
	Amer. Indian/Alaska Native			1				1		
	Filipino American	1			1	3	2	7	14%	
	White	6		12	4	16	7	45	86%	
	TOTALS	7	0	13	5	36	17	78	100%	0%
RTKL Associates Certifications: None claimed	Black/African American			1	3	11	20	35		
	Hispanic/Latino			3		20	17	40		
	Asian or Pacific Islander	1		6		46	30	83	2.17%	
	Amer. Indian/Alaska Native	1				1	2	4	0.95%	
	Filipino American							0		
	White	47	5	74	19	182	145	472	89.39%	7.49%
	TOTALS	49	5	84	22	260	214	634	92.51%	7.49%
T. T. Tanaka Associates Certifications: City of Los Angeles (M, D)	Black/African American							0		
	Hispanic/Latino							0		
	Asian or Pacific Islander	1				4	4	9	100%	
	Amer. Indian/Alaska Native							0		
	Filipino American							0		
	White							0		
	TOTALS	1	0	0	0	4	4	9	100%	0%

**URBAN PLANNING AND DESIGN CONSULTANT PROPOSERS
FIRM/ORGANIZATION INFORMATION**

ATTACHMENT 3

PROPOSER	COMPOSITION	OWNERS/ PARTNERS/ ASSOCIATE PARTNERS		MGRS		STAFF		TOTAL	% OWNERSHIP	
		M	F	M	F	M	F		M	F
JGM, Inc. (1, 2) Certifications: City of Los Angeles (M)	Black/African American	18	14					32	100%	
	Hispanic/Latino	10	4					14		
	Asian or Pacific Islander	2	1					3		
	Amer. Indian/Alaska Native							0		
	Filipino American	1	1					2		
	White	8	4					12		
	TOTALS	39	24	0	0	0	0	63	100%	0%
Rios Clementi Hale Studios Certifications: None claimed	Black/African American							0		
	Hispanic/Latino	1				1		2	100%	
	Asian or Pacific Islander					2		2		
	Amer. Indian/Alaska Native							0		
	Filipino American							0		
	White	2	1	3	1	3	9	19		
	TOTALS	3	1	3	1	6	9	23	100%	0%
RJM Design Group Certifications: None claimed	Black/African American				1			1		
	Hispanic/Latino							0		
	Asian or Pacific Islander			1		3	2	6		
	Amer. Indian/Alaska Native							0		
	Filipino American							0		
	White	2		2		3	3	10	100%	
	TOTALS	2	0	3	1	6	5	17	100%	0%

M = minority, W = women; D = disadvantaged; DV = disabled veterans

(1) Ownership percentage numbers incorrectly provided by Proposer.

(2) Proposer did not provide information regarding gender and ethnicity of managers.

**LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS
CONTRACT FOR URBAN PLANNING AND DESIGN CONSULTING SERVICES
EDAW, INC.**

PART ONE – GENERAL CONDITIONS

1.1 INTRODUCTION

1.1.1 Parties. This Contract is entered into by and between the County of Los Angeles (the "County") and EDAW, Inc., a California corporation (the "Contractor").

1.1.2 Recitals. The Contract is intended to integrate within one document the terms for the urban planning and design consulting work to be performed for the County by the Contractor. The Contractor represents to the County that the express representations, certifications, assurances and warranties given in this Contract, including but not limited to those in Sections 3.2, 3.3, 3.4, 3.6, 3.21 and 3.31 and in Form P-1 (Offer to Perform) and Form P-2 (Proposer's Work Plan) are true and correct. The Contractor further represents that the express representations, certifications, assurances and warranties given by the Contractor in response to the Request for Proposals are true and correct, including but not limited to Forms P-3, P-4, P-5, P-7, and P-8 submitted with the Contractor's Proposal.

1.1.3 Effective Date. The effective date of this Contract shall be the later of April 17, 2004 or the date of Board approval.

1.1.4 Contract Provisions. The Contract is comprised of this Part 1 (General Conditions), Part 2 (Statement of Work), Part 3 (Standard Contract Terms and Conditions), Form P-1 (Offer to Perform), and Form P-2 (Work Plan), all of which are attached to this Contract and incorporated by reference. It is the intention of the parties that when reference is made in this Contract to the language of the Request for Proposals (RFP), the Exhibits or the Proposal, such language shall be deemed incorporated in the Contract as if fully set forth. To the extent there is any inconsistency between the language in Forms P-1 and P-2 and any other part of the Contract, the language of such other part of the Contract shall prevail.

1.1.5 Work to be Performed. Contractor shall perform the work set forth in Part 2 and Form P-2.

1.1.6 Rescission. The County may rescind the Contract for the Contractor's misrepresentation of any of the matters mentioned in Section 1.1.2. In the case of a misrepresentation of the facts set forth in Section 3.6, a penalty may be assessed in the amount of the fee paid by the Contractor to a third person for the award of the Contract.

1.1.7 Supplemental Documents. Prior to commencing services under the Contract, the selected Proposer shall provide the Contract Administrator with satisfactory written proof of insurance complying with Section 3.9.

1.2 INTERPRETATION OF CONTRACT

1.2.1 Headings. The headings contained in the Contract are for convenience and reference only. They are not intended to define or limit the scope of any provision of the Contract.

1.2.2 Definitions. The following words shall be construed to have the following meanings, unless otherwise apparent from the context in which they are used.

Asset Management Strategy. The Marina del Rey redevelopment plan approved by the Board on April 15, 1997.

Board, Board of Supervisors. The Board of Supervisors of Los Angeles County.

Catalytic Project. One of two multiuse entertainment-retail centers to be built in accordance with the Asset Management Strategy.

Chief Deputy. The Chief Deputy of the Department.

Contract. An agreement for performance of the work between the selected Proposer and the

County, approved by the Board of Supervisors, which incorporates the items enumerated in Section 1.1.4.

Contract Administrator (CA). The Chief, Planning Division or a designated representative.

Contractor. The Proposer whose Proposal is accepted by the Board of Supervisors for performance of the Contract work.

Contract Year. The twelve-month period commencing on the effective date of the Contract and each succeeding twelve-month period over the remaining term of the Contract, including the optional years.

County. The County of Los Angeles.

Department. The Los Angeles County Department of Beaches and Harbors.

Director. The Director of the Department.

Offer to Perform. Form P-1 of the Contract.

Performance Standard. The essential terms and conditions for the performance of the Contract work as defined in the Contract.

Proposer. Any person or entity authorized to conduct business in California who submits a Proposal.

Request for Proposals (RFP). The solicitation to this Contract issued December 15, 2003.

Subcontractor. A person, partnership, company, corporation, or other organization furnishing supplies or services of any nature, equipment, or materials to the Contractor, at any tier, under written agreement.

Work Order. An agreement, subordinate to the Contract, incorporating all of its terms and conditions, by which the Contractor is authorized to perform specific tasks outlined in the Description of Work.

1.3 CONTRACT TERM

1.3.1 Initial Term. The initial Contract term shall be three consecutive years commencing on the later of April 17, 2004 or the date of approval of the Contract by the Board of Supervisors.

1.3.2 Two One-Year Extension Options. If the Director determines that it is in the interest of the County to do so, he may grant up to two one-year extensions of the Contract term. The Director may exercise the first option by notifying the Contractor in writing before the Contract expiration date. The Director may exercise the second option by notifying the Contractor in writing before the expiration of the first optional Contract Year.

1.3.3 Extension to Complete Work Order. The Director may extend the Contract term or any optional Contract Year on a month-to-month basis subject to the Contract's terms and conditions, but only to allow the Contractor to complete a Work Order approved before the expiration of the Contract term or optional Contract Year. Such extensions are further subject to the availability of funds in the Department's budget. Up to 12 such one-month extensions may be granted, which shall be effective only if executed in writing by the Director or Chief Deputy.

1.3.4 Survival of Obligations. Notwithstanding the stated term of the Contract, some obligations assumed in the Contract shall survive its termination, such as, but not limited to, the Contractor's obligation to retain and allow inspection by the County of its books, records and accounts relating to its performance of the Contract work.

1.4 COMPENSATION

1.4.1 Contract Sum. The net amount the County shall expend from its own funds during any Contract year for urban planning and design consulting services among all Contractors shall not exceed \$240,000, which sum is also the maximum amount of County funds available under the Contract. The Contractor understands and agrees that the County has engaged other such contractors and that the County's obligations and payments to these contractors may in a given Contract Year reduce the portion of the Contract Sum of \$240,000 that may be available to the Contractor. In addition, the County may at its discretion expend any portion, all or none of that amount. However, aggregate annual payments for urban planning and design consulting services may exceed the aforementioned \$240,000 to the extent that a lessee or other third party is obligated to reimburse the

County for urban planning and design consultant services rendered by the County's consultants.

1.4.2 Increase of Contract Sum by Director.

Notwithstanding Section 1.4.1, the Director may, by written notice to the Contractor(s), increase the \$240,000 sum referenced in Section 1.4.1 which is not subject to reimbursement from lessees or other third parties by up to 20 percent in any year of the Contract or any extension period, subject to the availability of funds in the Department's budget. Such increases shall not be cumulative. In each Contract Year following such an increase, the Contract Sum shall return to the amount stated in Section 1.4.1 unless it is again expressly increased by the Director pursuant to this Section 1.4.2.

1.4.3 Compensation Payable Only Under Work Order at Quoted Hourly Rates.

Notwithstanding any other provisions of this Contract, no compensation shall be paid unless and until the Contractor has performed work for the Department in accordance with the terms of a Work Order (Exhibit 1) issued under the Contract and executed by the Director or the Chief Deputy Director. The Work Order shall state the maximum amount payable for the specified work. Compensation for all work under a Work Order shall be at Contractor's hourly rate(s) of pay as quoted on Form P-1, and shall be subject to Sections 1.4.1 and 3.1.

1.4.4 No Increase in Hourly Rate(s) of Compensation. Notwithstanding any increase in the Contractor's salary cost or other overhead, no increase in the hourly rate(s) of compensation quoted in Form P-1 shall be given during the term of the Contract or any extension period.

1.4.5 Increase in Maximum Compensation Under Work Order. The Director may approve an increase in the maximum compensation specified in a Work Order should he find that the project will require additional hours, an increase in staffing, or other causes to do so. An increase in the maximum compensation specified in a Work Order shall not increase the Contractor's hourly rate(s) of compensation. Approval of an increase in the maximum compensation specified in a Work Order shall be effective only if executed in writing by the Director or Chief Deputy, who shall state the reason for the increase.

1.4.6 Extension of Time to Complete Work Order. Approval of an extension of time to completion of a Work Order shall be effective only if executed in writing by the Director or Chief Deputy.

1.4.7 Contractor's Invoice Procedures.

1.4.7.1 The Contractor shall submit an invoice to the Department on or before the fifteenth day of each month for compensation earned during the preceding calendar month. The Contractor shall submit two copies of each invoice and shall submit a separate invoice for each Work Order on which it claims payment. Invoices shall identify the Contract number and the name of the Work Order or project. Invoices for services billed on an hourly basis shall itemize dates and hours of work performed, type of work performed, person performing the work, hourly rate for such person, and other information necessary to calculate the payment for the work.

1.4.7.2 If the Work Order requires delivery of a report or other written product, fifty percent of all amounts due under the invoice shall be withheld until receipt and acceptance by the CA of the report or other matter. The Contractor's monthly invoice shall show the amount earned subject to such withholding, the deduction for the amount to be withheld, and the net amount currently payable by the County.

1.4.7.3 Upon the Department's receipt and the CA's review and approval of the invoice, the County shall pay the net amount currently payable shown on the invoice less any other setoff or deduction authorized by the Contract. Such setoffs and deductions include, but are not limited to, the cost of replacement services.

1.4.7.4 Upon completion of the reports or other deliverable items identified in the Work Order, the Contractor shall deliver them with an invoice for the amounts withheld pending their receipt and acceptance. Upon their receipt and approval by the CA, the County shall pay the amounts withheld, provided that the County's maximum obligation for the Work Order is not exceeded. Approval or rejection of reports and other deliverable items identified in the Work Order shall not be unreasonably withheld and shall not exceed four weeks from the date of their receipt by the County.

**LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS
SAMPLE CONTRACT FOR URBAN PLANNING AND DESIGN CONSULTING SERVICES
EDAW, INC.**

PART TWO – STATEMENT OF WORK

2.1 GENERAL REQUIREMENTS

2.1.1 Contractor's Work Plan. Subject to all other terms and conditions of the Contract, Contractor shall perform the work and maintain quality control in accordance with the Work Plan and other representations submitted with the Contractor's Proposal.

2.1.2 Reimbursable Expenses. Except as specified in this Section, the Contractor shall at its own expense provide all labor, equipment, materials, supplies, postage, licenses, registration, data systems, transportation, telephone expenses, cellular phone expenses, facsimile transmission, photocopying services, and other items required for performance of the Contract. The County shall reimburse the actual cost to the Contractor of the following items when incurred in performance of the Contract:

- Reproduction of reports and related graphics as requested by the County;
- Messenger fees; transportation outside of Los Angeles and neighboring Counties at the standard rate for reimbursement of County employees; and
- Extraordinary expenses authorized by the Director.

2.1.3 Contractor's Office. The Contractor shall maintain an address at which its officers or owners may be contacted by mail or telephone.

2.1.4 Communication with Department. The Contractor shall maintain communication systems that will enable the Department to contact the Contractor at all times during the Department's regular business hours. The Contractor shall return calls during business hours no later than the next business day and as soon as reasonably possible if the call is designated urgent. The Contractor shall provide an answering service, voicemail or telephone message machine to receive calls at any time Contractor's office is closed.

2.1.5 Personal Services of Designated Persons Required. In agreeing to engage the Contractor, the County has relied on the Contractor's representation that the individuals identified in the Contractor's Proposal will personally perform the professional services required by the Contract. The failure of those persons to render those services shall be deemed a material breach of the Contract for which the County may terminate the Contract and recover damages. Should it be necessary for the Contractor to substitute an equally qualified professional for an individual named in the Proposal, the Contractor shall request the Contract Administrator's approval, which shall not be unreasonably withheld.

2.1.6 Contractor to Make Monthly Reports. The Contractor shall report to the CA on a monthly basis in writing, describing the services rendered and matters delivered during the period, the charges for the services rendered, the balance of funds remaining under the Work Order and the Contract, and any facts which may jeopardize the completion of the project or any intermediate deadlines.

2.1.7 Contractor to Prepare Final Project Report. When required by the Work Order, the Contractor shall prepare a final written report upon completion of the assigned work summarizing the Contractor's findings, recommendations, plans, and designs in accordance with the Contract Administrator's instructions.

2.1.8 Contractor to Maintain CAD Files. The Contractor shall maintain any computer-assisted drafting (CAD) files and other drafting documents prepared for the Department and shall deliver copies of the files and documents to the Department upon the CA's request.

2.2 PERSONNEL

2.2.1 Contractor's Representative (CR). The Contractor shall designate a full-time employee as Contractor's Representative (CR) who shall be responsible for Contractor's day-to-

day activities related to each Work Order and shall be available to the County Contract Administrator or the County's attorney on reasonable telephone notice each business day and at other times as required by the work. The Contractor may designate himself or herself as the Contractor's Representative.

2.2.2 County Contract Administrator (CA).

2.2.2.1 The Chief, Planning Division shall be the Contract Administrator (CA) who shall have the authority to act for the County in the administration of the Contract except where action of the Director or another official is expressly required by the Contract.

2.2.2.2 The CA will be responsible for ensuring that the objectives of the Contract are met and shall direct the Contractor as to the County's policy, information and procedural requirements.

2.2.3.3 The Contractor's work shall be subject to the CA's acceptance and approval, which shall not be unreasonably withheld.

2.2.2.4 The CA is not authorized to make any changes in the terms and conditions of the Contract or to obligate the County in any manner.

2.3 SERVICES TO BE PROVIDED

The Contractor's services shall include, but are not limited to the following:

- Provide professional planning, architectural, engineering, design, and landscape architectural services and consultation as required to support the planning and executive staffs of the Department of Beaches and Harbors;
- Provide professional advice regarding development and redevelopment of Marina del Rey and Los Angeles County-operated beaches.
- Provide support for the Department with respect to specific redevelopment projects related to the Marina del Rey Asset Management Strategy, including but not limited to street median landscaping, the promenade plan and catalytic projects;
- Assist Department review of development proposals, engineering specifications, and architectural plans;
- Provide professional support as required for Departmental staff to Beach Commission, Small Craft Harbor Commission, and Small Craft Harbors Design Control Board; support Departmental presentations to these bodies;
- Upon reasonable notice, appear at such times and places as County may require to provide consulting services; and
- Perform other duties as required by the Contract Administrator.

2.4 PERFORMANCE STANDARDS

2.4.1 Purpose of Standards. The Contractor will observe, at a minimum, the standards set forth in this Section 2.4, and acknowledges that the adequacy of its compliance with the Contract shall be measured by these standards as well as all other terms and conditions of the Contract.

2.4.2 Performance Evaluation. The County or its agent will evaluate Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all Contract terms and performance standards. Contractor's deficiencies which the County determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective measures taken by the County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this Contract or impose other penalties as specified in this Contract.

2.4.3 Contractor's Quality Control Plan. The Contractor shall comply with Contractor's Quality Control Plan (included in Form P-2), which shall be incorporated in the Contract by reference. To the extent that provisions of Contractor's Quality Control Plan are inconsistent with any other part of the Contract, they shall be ineffective. The Contractor shall not change the Quality Control Plan without written approval of the Director or his designee.

2.4.4 Applicable Professional Standards to be Followed. The Contractor and its professional staff shall exercise independent judgment and complete each assignment in accordance with the professional standards of ethics and competence which apply to the pertinent profession.

2.4.5 Conflicts of Interest. Contractor shall accept no employment which conflicts with its obligations to the County under the Contract and shall have an affirmative duty to disclose any existing potential or actual conflict of interest prior to accepting an assignment.

The following employment by Contractor on behalf of persons or entities that have an existing interest pertaining to real property within Marina del Rey is deemed a conflict of interest and is prohibited: (1) employment that involves, in whole or in part, property in Marina del Rey; or (2) employment on behalf of said persons or entities performed by the same office of Contractor performing work under this Contract, regardless of whether or not Marina del Rey property is involved. Where the employment by Contractor on behalf of said persons or entities does not involve, in whole or in part, property in Marina del Rey or the office of Contractor performing work under this Contract, the Director, in consultation with County Counsel, shall determine whether or not a conflict of interest is deemed to exist. The Director's determination shall be final. Existing interests pertaining to real property in Marina del Rey include, but are not limited to: a leasehold, sublease, concession, permit, contract for the operation or management of real property, pending development proposal or pending lease proposal.

If a conflict is deemed to exist, the Director, in his sole discretion, may redirect the assignment to another contractor if doing so avoids the conflict, or either require that the Contractor cure the conflict to the extent permitted by law or withdraw from this Contract. Without penalty, and at the convenience of Contractor, Contractor may elect to withdraw from the Contract upon not less than 30 days' prior written notice to the Director.

If a conflict is deemed to exist, the prohibition against employment on behalf of those interested persons or entities shall continue in effect until the later of (1) one year from the

termination or expiration of this Contract or any extension period; or (2) if the Contractor has performed work for the County related to an interest of the person or entity offering employment, the prohibition on accepting employment from that person or entity shall continue until the date of execution of an agreement or other conclusion of all negotiations between the County and that person or entity.

However, at no time after termination or expiration of the Contract or any extension period may the Contractor disclose to any third person any confidential information learned or developed as a result of its work under this Contract or accept employment regarding subject matter as to which the Contractor learned or developed any confidential information as a result of employment by the County.

2.4.6 Other Standards to be Followed.

2.4.6.1 Contractor shall meet deadlines set by CA.

2.4.6.2 Graphics shall appear clean, well-executed, and professionally prepared.

2.4.6.3 Reports required by the Contract or any Work Order shall be completed on time.

2.4.6.4 Contractor's employees shall appear on time for meetings and presentations and conduct themselves professionally.

2.4.6.5 Hourly services shall be accurately reported.

2.4.6.6 Calls of County agents, employees, and contractors shall be returned promptly in accordance with Section 2.1.4.

2.4.6.7 Insurance shall never be allowed to lapse. Proof of insurance shall comply with Contract requirements in all respects, including but not limited to state authorization of insurer, presence of each required coverage, and policy limits.

**LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS
CONTRACT FOR URBAN PLANNING AND DESIGN CONSULTING SERVICES
EDAW, INC.**

PART THREE – STANDARD CONTRACT TERMS AND CONDITIONS

3.1 LIMITATION OF COUNTY'S OBLIGATION IN CASE OF NONAPPROPRIATION OF FUNDS

3.1.1 The County's obligation is payable only and solely from funds appropriated for the purpose of this Contract. All funds for payment after June 30th of any fiscal year are subject to County's legislative appropriation for this purpose. Payments during subsequent fiscal periods are dependent upon the same action.

3.1.2 In the event this Contract extends into succeeding fiscal year periods, and if the governing body appropriating the funds does not allocate sufficient funds for the next succeeding fiscal year's payments, then the services shall be terminated as of June 30th of the last fiscal year for which funds were appropriated.

3.2 NONDISCRIMINATION IN EMPLOYMENT

3.2.1 The Contractor shall take affirmative action to ensure that qualified applicants are employed, and that employees are treated equally during employment, without regard to their race, color, religion, sex, ancestry, age, physical disability, marital status, political affiliation, or national origin. Such action shall include, by way of example without limitation: employment; upgrading; recruitment or recruitment advertising; demotion or transfer; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

3.2.2 The Contractor certifies and agrees that all persons employed by the Contractor, its affiliates, subsidiaries or holding companies, are and will be treated equally by the employer without regard to or because of race, color, religion, sex, ancestry, age, physical disability, marital status, political affiliation, or national origin, and in compliance with all antidiscrimination laws of the United States of America and the State of California.

3.2.3 The Contractor certifies and agrees that it will deal with its Subcontractors, bidders, or vendors without regard to their race, color, religion, sex, ancestry, age, physical disability, marital status, political affiliation, or national origin.

3.2.4 The Contractor shall allow the County access to its employment records during regular business hours to verify compliance with these provisions when requested by the County.

3.2.5 If the County finds that any of the above provisions have been violated, the same shall constitute a material breach of contract upon which the County may determine to terminate the Contract. While the County reserves the right to determine independently that the antidiscrimination provisions of the Contract have been violated, a final determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated state or federal antidiscrimination laws shall constitute a finding on which the County may conclusively rely that the Contractor has violated the antidiscrimination provisions of the Contract.

3.2.6 The parties agree that in the event the Contractor violates the antidiscrimination provisions of the Contract, the County shall at its option be entitled to a sum of five hundred dollars (\$500) pursuant to Section 1671 of the California Civil Code as damages in lieu of terminating the Contract.

3.3 ASSURANCE OF COMPLIANCE WITH CIVIL RIGHTS LAWS. The Contractor hereby assures it will comply with all applicable federal and state statutes to the end that no person shall, on the grounds of race, religion, ancestry, color, sex, age, physical disability, marital status, political affiliation or national origin, be excluded from participation in, be denied the benefits of, nor be otherwise subjected to discrimination under the Contract or under any project, program, or activity supported by the Contract.

3.4 COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

3.4.1 The Contractor agrees to comply with all applicable federal, state, County and city laws, rules, regulations, ordinances, or codes, and all provisions required by these laws to be included in the Contract are incorporated by reference.

3.4.2 The Contractor warrants that it fully complies with all statutes and regulations regarding the employment eligibility of foreign nationals; that all persons performing the Contract work are eligible for employment in the United States; that it has secured and retained all required documentation verifying employment eligibility of its personnel; and that it shall secure and retain verification of employment eligibility from any new personnel in accordance with the applicable provisions of law.

3.4.3 The Contractor agrees to indemnify and hold the County harmless from any loss, damage or liability resulting from a violation on the part of the Contractor of such laws, rules, regulations or ordinances.

3.5 GOVERNING LAW. The Contract shall be construed in accordance with and governed by the laws of the State of California.

3.6 COVENANT AGAINST CONTINGENT FEES

3.6.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies under contract with the Contractor for the purpose of securing business.

3.6.2 The County shall have the right to terminate the Contract for a breach of this warranty, and, at its sole discretion, recover from the Contractor by way of such means as may be available the full amount of any commission, percentage, brokerage or contingent fee paid.

3.7 TERMINATION FOR IMPROPER CONSIDERATION

3.7.1 The County may, by written notice to the Contractor, immediately terminate the right of

the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County officer, employee or agent with the intent of securing the Contract or securing favorable treatment with respect to the award, amendment or extension of the Contract or the making of any determinations with respect to the Contractor's performance pursuant to the Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

3.7.2 Among other items, such improper consideration may take the form of cash, discounts, services, tangible gifts or the provision of travel or entertainment.

3.7.3 The Contractor shall immediately report any attempt by a County officer, employee or agent to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

3.8 INDEMNIFICATION. The Contractor shall indemnify, defend and hold harmless the County and its Special Districts, elected and appointed officers, employees and agents ("County") from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from or connected with Contractor's operations or its services, which result from bodily injury, death, personal injury, or property damage (including damage to Contractor's property). Contractor shall not be obligated to indemnify for liability and expense ensuing from the active negligence of the County.

3.9 INSURANCE

3.9.1 General Insurance Requirements. Without limiting the Contractor's indemnification of the County and during the term of this Contract, the Contractor shall provide and maintain, and shall require all of its Subcontractors to maintain, the programs of insurance specified in this Contract. Such insurance shall be primary to and not contributing with any other insurance or self-

insurance programs maintained by the County, and such coverage shall be provided and maintained at the Contractor's own expense.

3.9.2 Evidence of Insurance. Certificate(s) or other evidence of coverage satisfactory to the County shall be delivered to the Department of Beaches and Harbors, Contract Section, 13837 Fiji Way, Marina del Rey CA 90292 prior to commencing services under this Contract. Such certificates or other evidence shall:

- (1) Specifically identify this Contract;
- (2) Clearly evidence all coverages required in this Contract;
- (3) Contain the express condition that the County is to be given written notice by mail at least 30 days in advance of cancellation for all policies evidenced on the certificate of insurance;
- (4) Include copies of the additional insured endorsement to the commercial general liability policy, adding the County of Los Angeles, its Special Districts, its officials, officers and employees as insureds for all activities arising from this Contract; and
- (5) Identify any deductibles or self-insured retentions for County's approval. The County retains the right to require the Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to the County, or require the Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

3.9.3 Insurer Financial Rating. Insurance is to be provided by an insurance company acceptable to the County with an A.M. Best rating of not less than A:VII, unless otherwise approved by the County.

3.9.4 Failure to Maintain Coverage. Failure by the Contractor to maintain the required insurance or to provide evidence of insurance coverage acceptable to the County shall constitute a material breach of the Contract upon which the County may immediately

terminate or suspend this Contract. The County, at its sole option, may obtain damages from the Contractor resulting from said breach. Alternatively, the County may purchase such required insurance coverage and, without further notice to the Contractor, the County may deduct from sums due to the Contractor any premium costs advanced by the County for such insurance.

3.9.5 Notification of Incidents, Claims or Suits. Contractor shall report to County:

- (1) Any accident or incident related to services performed under this Contract which involves injury or property damage which may result in the filing of a claim or lawsuit against Contractor and/or County. Such report shall be made in writing within 24 hours of occurrence;
- (2) Any third party claim or lawsuit filed against Contractor arising from or related to services performed by Contractor under this Contract;
- (3) Any injury to a Contractor employee that occurs on County property. This report shall be submitted on a County "Non-employee Injury Report" to the County CA; and
- (4) Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies or securities entrusted to Contractor under the terms of this Contract.

3.9.6 Compensation for County Costs. In the event that Contractor fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to comply results in any costs to the County, Contractor shall pay full compensation for all costs incurred by the County.

3.9.7 Insurance Coverage Requirements for Subcontractors. Contractor shall ensure any and all Subcontractors performing services under this Contract meet insurance requirements of this Contract by either Contractor providing evidence to the CA of insurance covering the activities of Subcontractors, or Contractor providing evidence to the CA submitted by Subcontractors evidencing that Subcontractors maintain the required insurance coverage. The County retains the right to obtain copies of evidence of Subcontractor insurance coverage at any time.

3.9.8 Insurance Coverage Requirements.

The Contractor shall maintain the insurance coverages specified in this Section 3.9.8 in the amounts specified.

3.9.8.1 General liability insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

General Aggregate: \$2 million

Products/Completed Operations
Aggregate: \$1 million

Personal & Advertising Injury: \$1 million

Each Occurrence: \$1 million

3.9.8.2 Automobile liability insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".

3.9.8.3 Workers' Compensation and Employers' Liability insurance providing Workers' Compensation benefits as required by the Labor Code of the State of California or by any other state, and for which Contractor is responsible. If Contractor's employees will be engaged in maritime employment, coverage shall provide workers compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act or any other federal law for which Contractor is responsible. In all cases, the above insurance also shall include employers' liability coverage with limits of not less than the following:

Each Accident: \$1 million

Disease – policy limit: \$1 million

Disease – each employee: \$1 million

3.9.8.4 Professional Liability. Insurance covering liability arising from any error, omission, negligent or wrongful act of the Contractor, its officers or employees with limits of not less than \$1 million per occurrence and \$2 million aggregate. The coverage also shall provide an extended two-year reporting period commencing upon termination or cancellation of this Contract.

3.10 STATUS OF CONTRACTOR'S EMPLOYEES; INDEPENDENT STATUS OF CONTRACTOR

3.10.1 Contractor shall at all times be acting as an independent contractor. The Contract is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture or association as between the County and Contractor.

3.10.2 Contractor understands and agrees that all of Contractor's personnel who furnish services to the County under the Contract are employees solely of Contractor and not of County for purposes of Workers' Compensation liability.

3.10.3 Contractor shall bear the sole responsibility and liability for furnishing Workers' Compensation benefits to Contractor's personnel for injuries arising from or connected with the performance of the Contract.

3.11 RECORD RETENTION AND INSPECTION

3.11.1 The Contractor agrees that the County or any duly authorized representative shall have the right to examine, audit, excerpt, copy or transcribe any transaction, activity, time card, cost accounting record, financial record, proprietary data or other record pertaining to the Contract. Contractor shall keep all such material for four years after the completion or termination of the Contract, or until all audits are complete, whichever is later.

3.11.2 If any such records are located outside the County of Los Angeles, the Contractor shall pay the County for travel and per diem costs connected with any inspection or audit.

3.12 AUDIT SETTLEMENT

3.12.1 If, at any time during the term of the Contract or at any time after the expiration or termination of the Contract, authorized representatives of the County conduct an audit of the Contractor regarding performance of the Contract and if such audit finds that the County's obligation for the Contract payment is less than the payments made by the County to the Contractor, then the Contractor agrees that the difference shall be either paid forthwith by the Contractor, or at the Director's option, credited

to the County against any future Contract payments.

3.12.1.1 If such audit finds that the County's obligation for the Contract payment is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County, provided that in no event shall the County's maximum obligation under the Contract exceed the funds appropriated by the County for the purpose of the Contract.

3.13 VALIDITY. The invalidity in whole or in part of any provision of the Contract shall not void or affect the validity of any other provision.

3.14 WAIVER. No waiver of a breach of any provision of the Contract by either party shall constitute a waiver of any other breach of the provision. Failure of either party to enforce a provision of the Contract at any time, or from time to time, shall not be construed as a waiver of the provision or any other provision. The Contract remedies shall be cumulative and additional to any other remedies in law or in equity.

3.15 DISCLOSURE OF INFORMATION

3.15.1 The Contractor shall not disclose any details in connection with the Contract or any work performed under the Contract to any third party, except as may be required by law or as expressly authorized in writing by the Director.

3.15.2 However, recognizing the Contractor's need to identify its services and clients, the Contractor may publicize the Contract work, subject to the following limitations:

(1) All publicity shall be presented in a professional manner.

(2) The name of the County shall not be used in commercial advertisements, press releases, opinions or featured articles, without the prior written consent of the Director. The County shall not unreasonably withhold written consent, and approval by the County shall be deemed to have been given in the absence of objection by the County within two (2) weeks after receipt by the CA of the material submitted by the Contractor for approval by the County.

(3) The Contractor may list the County in any other proposal submitted in response to a request for proposals or bids from a third party without prior written permission of the County.

3.16 COUNTY'S REMEDIES FOR DEFAULT

3.16.1 If the Contractor fails to perform the Contract work in accordance with the covenants, terms and conditions of the Contract or fails to comply with any other material covenant, term or condition of the Contract, the County may, by written notice of default to the Contractor, terminate the whole or any part of the Contract. Nothing in this Section 3.16 shall prevent the County from recovering any and all damages arising from the default. The County may elect not to terminate the Contract without waiving its right to such recovery.

3.16.2 Contractor shall have ten (10) calendar days from written notification of default in which to cure the default. The County, in its sole discretion, may by written notice allow a longer or additional period for cure.

3.16.3 If the Contractor does not cure the default within the time specified by the notice of default or written extension of time, the Contract shall be terminated. In such event, all finished or unfinished documents, data and reports prepared by the Contractor under this Contract shall be transferred immediately to the County.

3.16.4 In the event the County terminates the Contract in whole or in part for the Contractor's default, the County may procure replacement services from a third party or by County's employees upon such terms and in such manner as the County deems appropriate. The Contractor shall be liable to the County for any excess costs arising from the use of replacement services. Excess costs shall consist of those costs incurred by the County in procuring replacement services, which exceed the costs the County would have been obligated to pay the Contractor for the services in question. The Contractor shall continue performance of any part of the Contract work not terminated.

3.16.5 Except with respect to defaults of Subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform arises out of causes beyond the control

and without the fault or negligence of the Contractor. Such causes may include, but are not restricted to, acts of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of the federal and state governments in their sovereign capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargos, and unusually severe weather. If the failure to perform is caused by the default of a Subcontractor arising from causes beyond the control of both Contractor and Subcontractor, and without the negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform unless the Contractor had sufficient time to obtain performance from another party.

3.16.6 If, after termination, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the Contract were terminated pursuant to Section 3.18 (Termination for Convenience of the County).

3.16.7 The rights and remedies of the County provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.

3.17 DEFAULT FOR INSOLVENCY

3.17.1 Notwithstanding the provisions of Section 3.16, the County may cancel the Contract for default without giving the Contractor written notice of default and time to cure upon the occurrence of any of the following events:

(1) The Contractor becomes insolvent. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether it has committed an act of bankruptcy or not, whether it has filed for federal bankruptcy protection and whether it is insolvent within the meaning of the federal bankruptcy law.

(2) The filing of a voluntary petition to have the Contractor declared bankrupt.

(3) The appointment of a receiver or trustee for the Contractor.

(4) The execution of the Contractor of an assignment of the Contract for the benefit of creditors.

3.17.2 The rights and remedies of the County provided in this section shall not be exclusive and are in addition to any rights and remedies provided by law or under the Contract.

3.18 TERMINATION FOR CONVENIENCE OF THE COUNTY

3.18.1 The performance of the Contract work may be terminated in whole or in part from time to time when such action is deemed by the County to be in its best interest, subject to delivery to the Contractor of a ten (10) day advance notice of termination specifying the extent to which the Contract work is terminated, and the date upon which such termination becomes effective. After receipt of a notice of suspension of performance or termination, the Contractor shall stop the Contract work on the date and to the extent specified in the notice.

3.18.2 County may suspend performance or terminate the Contract without liability for damages if County is prevented from performing by reasons beyond its control, including but not limited to operation of laws, acts of God, and official acts of local, state, or federal authorities.

3.18.3 The County and Contractor shall negotiate an equitable amount to be paid the Contractor by reason of the total or partial termination of work pursuant to this section, which amount may include a reasonable allowance for profit on the Contract work that has been performed and has not been paid, provided that such amount shall not exceed the total obligation to pay for the Contract work performed as reduced by the amount of Contract payments otherwise made.

3.18.4 The Contractor shall make available to the County, for a period of four (4) years after Contract termination, at all reasonable times, at the office of the Contractor, all books, records, documents, or other evidence bearing on the costs and expenses of the Contractor in respect to the termination under this section of the Contract work. In the event records are located outside the County of Los Angeles, the Contractor will pay the County for traveling and per diem costs connected with the inspection or audit.

3.19 NOTICE OF DELAY. Except as otherwise provided, when either party knows of

any fact that will prevent timely performance of the Contract, that party shall give notice, including all relevant information, to the other party within five days.

3.20 NOTIFICATION. Except as otherwise provided by the Contract, notices desired or required to be given by law or under the Contract may, at the option of the party giving notice, be given by enclosing a written notice in a sealed envelope addressed to the party for whom intended and by depositing such envelope with postage prepaid in the United States mail. Any such notice shall be addressed to the Contractor at the address shown for the Contractor in the Proposal or such other place designated in writing by the Contractor. Notice to the County shall be addressed to the Director, Department of Beaches and Harbors, 13837 Fiji Way, Marina del Rey, California 90292, or such other place as the Director may designate in writing.

3.21 CONFLICT OF INTEREST

3.21.1 The Contractor represents and warrants the statements set forth in the conflict of interest certification of its Proposal are true and correct.

3.21.2 The Contractor further agrees that anyone who is an employee or former employee of the County at the time of execution of the Contract by the Board of Supervisors and who subsequently becomes affiliated with the Contractor in any capacity shall not perform the Contract work or share in the Contract's profits for a period of one (1) year from the date of termination of the employee's employment with the County.

3.21.3 The County shall have the right to terminate the Contract for a breach by the Contractor of either its warranty or promise on the absence of the prohibited conflicts of interest.

3.22 DELEGATION AND ASSIGNMENT

3.22.1 The Contractor may not delegate its duties or assign its rights under the Contract, either in whole or in part, without the written prior consent of the Director. Any delegation of duties or assignment of rights under the Contract without the expressed written consent of the County shall be null and void and shall

constitute a breach for which the Contract may be terminated.

3.22.2 Any delegation of duties or assignment of rights (including but not limited to a merger, acquisition, asset sale and the like) shall be in the form of a subcontract or formal assignment, as applicable. The Contractor's request to the Director for approval of an assignment shall include all information that must be submitted with a request by the Contractor to the County for approval of a subcontract of the Contract work pursuant to Section 3.23.

3.23 SUBCONTRACTING

3.23.1 Performance of the Contract work may not be subcontracted without the express written consent of the Director or authorized representative. Any subcontract of the Contract work without the express written consent of the Director or authorized representative shall be null and void and shall constitute a breach for which the Contract may be terminated.

3.23.2 The Contractor's request to the Director for approval to enter into a subcontract of the Contract work shall include:

- (1) A description of the work to be performed by the Subcontractor;
- (2) Identification of the proposed Subcontractor and an explanation of why and how the proposed Subcontractor was selected, including the degree of competition in the selection process;
- (3) The proposed subcontract amount, together with the Contractor's cost or price analysis; and
- (4) A copy of the proposed subcontract.

3.23.3 In the event the Director or authorized representative should consent to a subcontract for the performance of the Contract work, the terms and conditions of the Contract shall be made expressly applicable to the work that is to be performed by the Subcontractor.

3.23.4 In the event the Director or authorized representative should consent to a subcontract, the Contractor shall provide in the approved subcontract an agreement that the work of the Subcontractor is pursuant to the terms of a prime contract with the County of Los Angeles,

and that all representations and warranties shall inure to the benefit of the County of Los Angeles.

3.23.5 Subcontracts shall be made in the name of the Contractor and shall not bind nor purport to bind the County. The making of subcontracts shall not relieve the Contractor from performing the Contract work in accordance with the terms and conditions of the Contract. Approval of any subcontract by the County shall not be construed as effecting any increase in the compensation to be paid for the Contract work.

3.23.6 Any later modification or amendment of the subcontract shall be approved in writing by the Director or authorized representative before such modification or amendment is effective.

3.24 CHANGES AND AMENDMENTS

3.24.1 Except as provided in this Section 3.24, renewals and other modifications of this Contract shall be in writing and shall be executed by the parties and approved by the Board in the same manner as the Contract.

3.24.2 A change which does not materially effect the scope of work, period of performance, compensation, method of payment, insurance or other material term or condition of the Contract shall be effective upon the Director or his authorized representative and the Contractor signing an amendment or other writing reflecting a modification of the Contract.

3.24.3 The Director or authorized representative may, in his or her sole discretion, grant the Contractor extensions of time for performance of the work where such extensions do not materially effect the work. Such extensions shall not be deemed to extend the term of the Contract.

3.25 PROPRIETARY RIGHTS. All materials, data and other information of any kind obtained from County personnel and all materials, data, reports and other information of any kind developed by the Contractor under the Contract are the property of the County, and the Contractor agrees to take all necessary measures to protect the security and confidentiality of all such materials, data, reports and information. The provisions of this paragraph shall survive the expiration or other termination of the Contract.

3.26 TIME. Except as specifically otherwise provided in the Contract, time is of the essence in the performance of the Contract work and all terms and conditions of the Contract with respect to such performance shall be construed.

3.27 AUTHORIZATION. The Contractor represents and warrants that its signatory to the Contract is fully authorized to obligate the Contractor for performance of the Contract work, and that all necessary acts to the execution of the Contract have been performed.

3.28 COMPLIANCE WITH COUNTY LOBBYING REQUIREMENTS

3.28.1 The Contractor and each County lobbyist or County lobbying firm, as defined in Los Angeles County Code Section 2.160.010, retained by the Contractor shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160.

3.28.2 Failure on the part of the Contractor or any County lobbyist or County lobbying firm retained by the Contractor to fully comply with the County Lobbyist Ordinance shall constitute a material breach of the Contract upon which the County may immediately terminate or suspend the Contract notwithstanding the opportunity to cure otherwise made available under Section 3.16.

3.29 CONSIDERATION OF HIRING COUNTY EMPLOYEES ON A REEMPLOYMENT LIST OR TARGETED FOR LAYOFFS

Should the Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the Contractor shall give first consideration for such employment openings to qualified permanent County employees who are targeted for layoff or qualified former County employees who are on a reemployment list during the life of this agreement.

3.30 CONSIDERATION OF GREATER AVENUES FOR INDEPENDENCE (GAIN) OR GENERAL RELIEF OPPORTUNITIES FOR WORK (GROW) PARTICIPANTS FOR EMPLOYMENT

Should the Contractor require additional or replacement personnel after the effective date of the agreement, contractor shall give

consideration for any such employment openings to participants in the County's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program or General Relief Opportunities for Work (GROW) Program who meet Contractor's minimum qualifications for the open position. County will refer GAIN/GROW participants, by job category, to Contractor.

3.31 COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

3.31.1 Contractor's Warranty of Adherence to County Child Support Compliance Program. Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this Contract maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (41 USC Section 653a) and California Unemployment Insurance Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

3.31.2 Termination for Breach of Warranty to Maintain Compliance with County Child Support Compliance Program. Failure of Contractor to maintain compliance with the requirements set forth in the preceding Section 3.31.1 "Contractor's Warranty of Adherence to County's Child Support Compliance Program" shall constitute a default by Contractor under this Contract. Without limiting the rights and remedies available to County under any other provision of this Contract, failure to cure such default within 90 days of notice by the Los Angeles County Child Support Services Department shall be grounds upon which the County Board of Supervisors may terminate this

Contract pursuant to Section 3.16 "County's Remedies for Default."

3.31.3 Voluntary Posting of "Delinquent Parents" Poster. Contractor acknowledges that County places a high priority on the enforcement of child support laws and apprehension of child support evaders. Contractor understands that it is County's policy to encourage all County contractors to voluntarily post County's "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at Contractor's place of business. County Child Support Services Department will supply Contractor with the poster to be used.

3.32 CONTRACTOR RESPONSIBILITY AND DEBARMENT

3.32.1 A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the Contract. It is the County's policy to conduct business only with responsible Contractors.

3.32.2 The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding on County contracts for a specified period of time not to exceed three years, and terminate any or all existing contracts the Contractor may have with the County.

3.32.3 The County may debar a contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated any term of a contract with the County, (2) committed any act or omission which negatively reflects on the Contractor's quality, fitness, or capacity to perform a contract with the County or any other public entity, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

3.32.4 If there is evidence that the Contractor may be subject to debarment, the Department

will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

3.32.5 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. If the Contractor fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, the Contractor may be deemed to have waived all rights of appeal.

3.32.6 A record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board.

3.32.7 These terms shall also apply to Subcontractors of County Contractors.

3.33 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME TAX CREDIT. Contractor shall notify its employees, and shall require each Subcontractor to notify its employees, that they may be eligible for the federal Earned Income Tax Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015 (Exhibit 2).

3.34 CONTRACTOR TO USE RECYCLED PAPER. Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on all work performed under this Contract.

3.35 COMPLIANCE WITH JURY SERVICE PROGRAM

3.35.1 Jury Service Program. This Contract is subject to the provisions of the County's

ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

3.35.2 Written Employee Jury Service Program.

3.35.2.1 Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its employees shall receive from the Contractor, on an annual basis, no less than five days regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the employee's regular pay the fees received for jury service.

3.35.2.2 For purposes of this section, "Contractor" means a person, partnership, corporation, or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full time means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full time for purposes of the Jury Service Program. If Contractor uses any Subcontractor to perform services for the County under this Contract, the Subcontractor shall also be subject to the provisions of this section. The provisions of this section shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

3.35.2.3 If Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a

continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.

3.35.2.4 Contractor's violation of this section of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

SAFELY SURRENDERED BABY LAW

3.36.1 Notice to Employees Regarding the Safely Surrendered Baby Law. The Contractor shall notify and provide to its employees, and require each Subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit 11 of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

3.36.2 Contractor's Acknowledgment of County's Commitment to the Safely Surrendered Baby Law. The Contractor acknowledges that the County places high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family

Services will supply the Contractor with the poster to be used.

3.37 NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION/TERMINATION OF A CONTRACT

Contractor shall have no claim against County for payment of money or reimbursement of any kind whatsoever for any service provided by Contractor after the expiration or other termination of this Contract. Should Contractor receive any such payment, it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Contract shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Contract.

EDAW, Inc., a California Corporation

By Don Smith

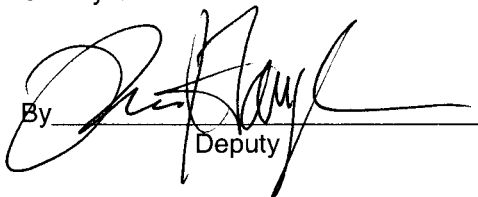
By _____
Chairman, Board of Supervisors

Violet Varona-Lukens
Executive Officer-Clerk of
the Board of Supervisors

By _____
Deputy

APPROVED AS TO FORM:

Lloyd W. Pellman
County Counsel

By 
Deputy

REQUEST FOR PROPOSALS FOR URBAN PLANNING AND DESIGN CONSULTING SERVICES OFFER TO PERFORM

Proposer: Name: EDAW, Inc.
 Address: 3780 Wilshire Boulevard, Suite 250
Los Angeles, California 90010
 Phone: (310) 368-1608 Fax: (310) 368-1614

To: Stan Wisniewski, Director, Department of Beaches and Harbors

Proposer, responding to the Request for Proposals (RFP) issued by the Los Angeles County Department of Beaches and Harbors, offers to provide urban planning and design consulting on the terms and conditions for the performance of this work that are set forth in the RFP. Such services shall be performed during a three-year term that at the option of the Director may be extended for two additional, consecutive, optional Contract years.

The hourly rates for the Proposer's services shall be:

<u>Dave Brockman, Principal in Charge</u>	<u>One hundred seventy</u>	<u>Dollars (\$170.00)</u>
<u>Ken Ryan, Planning Principal</u>	<u>One hundred ninety</u>	<u>Dollars (\$190.00)</u>
<u>David Morgan, Director of Planning and Design</u>	<u>One hundred thirty five</u>	<u>Dollars (\$135.00)</u>
<u>Duane Border, Project Manager</u>	<u>One hundred ten</u>	<u>Dollars (\$110.00)</u>
<u>Irais Widman, Job Captain</u>	<u>Ninety five</u>	<u>Dollars (\$95.00)</u>
<u>Jim Curtis, Quality Assurance Manager</u>	<u>One hundred fifty five</u>	<u>Dollars (\$155.00)</u>

* Hourly rates for subconsultants are provided on the following page.

The proposal is subject to the following additional conditions:

EDAW accepts the contract as written. In response to 3.9.2 (5), EDAW has a \$150,000 Professional Liability deductible.

(Conditions which reject, limit or modify required terms and conditions of the Contract may cause rejection.)

This offer shall be irrevocable for a period of 120 days after the final date for submission.

Proposer is a(n): ☐ individual ☒ corporation ☐ partnership or joint venture
☐ limited liability company ☐ other: _____

State of organization: California Principal place of business: California

Authorized agent for service of process in California:

<u>Don Smith</u>	<u>2737 Campus Drive, Irvine, CA 92612</u>	<u>(949) 660-8044</u>
Name	Address	Phone

The Proposer represents that the person executing this offer and the following persons are individually authorized to commit the Proposer in any matter pertaining to the proposed Contract:

<u>David Brockman</u>	<u>Principal</u>	<u>(310) 368-1608</u>	<u>Ken Ryan</u>	<u>Principal</u>	<u>(949) 660-8044</u>
Name	Title	Phone	Name	Title	Phone

Dated: 1/19/2004 Proposer's signature: Don Smith

<u>Don Smith</u>	<u>Vice President/Principal</u>	<u>(949) 660-8044</u>
Name	Title	Phone

HOURLY RATES FOR SUBCONSULTANTS

Selbert Perkins Design Collaborative

Principal	\$200.00
Design Director	\$150.00
Senior Designer	\$135.00
Designer	\$120.00
Junior Designer	\$90.00

Orne + Associates, Inc.

Principal	\$250.00
Design Director	\$150.00
Designer	\$85.00
Administration	\$45.00

Francis Krahe & Associates

Francis Krahe, Architectural Lighting Principal	\$250.00
Le Nguyen, Architectural Lighting Associate	\$150.00
Paul Butler, Architectural Lighting Sr. Project Manager	\$125.00

Kaku Associates, Inc.

Dick Kaku, President, Traffic Engineer	\$275.00
Pat Gibson, Vice President, Traffic Engineer	\$275.00
Tom Gaul, Vice President, Traffic Engineer/Planner	\$245.00

Psomas

Office Services

Word Processors and Project Assistants	\$45.00-\$68.00
Drafters, Design Drafters and Assistant Planners	\$70.00-\$110.00
Planners, Engineers and Surveyors	\$95.00-\$153.00
Project Management, Directors	\$135.00-194.00
Planning and Entitlements, Principals	\$185.00-\$247.00

Field Services

Two-man Survey Party	\$200.00
Three-man Survey Party	\$280.00
Field Engineer	\$135.00

Han-Padron Associates

Senior Partner	\$235.00
Partner	\$200.00
Senior Principal Engineer	\$180.00
Principal Engineer	\$155.00
Senior Engineer	\$120.00
Engineer	\$95.00
Senior Security Specialist	\$155.00
Security Specialist	\$125.00
Designer/Technician	\$110.00
CAD Operator	\$78.00
P.E.-Diver	\$130.00
Engineer-Diver	\$115.00
Technician-Diver	\$105.00
Technical Assistant	\$78.00
Word Processor Operator	\$68.00

work plan

FORM P-2

1. Staffing Plan

EDAW has assembled a team of individuals, each of whom are uniquely qualified, to offer our highest level of service on this project. We will pull the best and the brightest talent from throughout our firm to work on this project, including staff members from our Los Angeles, Irvine, and San Francisco offices to support our efforts. The EDAW project team will be led by the following individuals (Resumes for each have been provided at the end of this Section):



Name: David Brockman
Relationship
to Proposer: Principal
Job Title: Principal-in-Charge
Responsibilities: Dave Brockman will lead the urban design and landscape architecture components of the project. He will also lead the collaboration of the core design team, which includes Selbert Perkins Design Collaborative and Orne + Associates Urban Architecture. Dave is also Principal-in-Charge for the Marina del Rey Urban Design Plan, which is currently in process.

Name: Ken Ryan
Relationship
to Proposer: Principal
Job Title: Principal Planner
Responsibilities: Ken Ryan will lead the urban planning and redevelopment components of the project. He will also be a key figure in the Task Force and public workshops processes.

Name: David Morgan
Relationship
to Proposer: Director of Design Studio/Associate
Job Title: Director of Planning and Design
Responsibilities: David Morgan will provide day-to-day direction to all team members.

Name: Duane Border
Relationship
to Proposer: Associate
Job Title: Project Manager
Responsibilities: Duane Border will assist David Morgan and serve as a key designer of the landscape architecture components of the project and will be the Department's key point of contact.

Name: Irais Widman
Relationship
to Proposer: Associate
Job Title: Job Captain
Responsibilities: Irais Widman will assist David Brockman with the direction of all team members and will serve as a key planner in the urban planning and redevelopment components of the project.

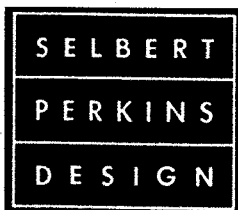
Name: James H. Curtis
Relationship
to Proposer: Senior Associate
Job Title: Quality Assurance Manager
Responsibilities: James Curtis will be responsible for the overall quality of services and deliverables. He will ensure the team's conformance that adequate time is allocated for quality assurance reviews and that the Department is a satisfied customer.

2. Principal Owner(s) of Proposer's Organization

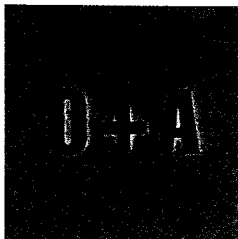
EDAW, Inc. is a privately held corporation. A number of Principals share ownership in the corporation. The single-largest shareholder is Joseph Brown, who controls less than 10% of the stock.

3. Identify Partners/Subconsultants

Profiles of each firm, as well as resumes for key personnel and summaries of relevant project experience, are provided in section 9.



Principal: Robin Perkins
Firm Name: Selbert Perkins Design Collaborative
Relationship
to Proposer: Sub-Consultant
Specialty: Signage/Graphics
Address: 200 Culver Boulevard, Second Floor
Playa del Rey, CA 90293
Phone: (310) 822-5223



Principal: Richard Orne
Firm Name: Orne + Associates, Inc.
Relationship
to Proposer: Sub-Consultant
Specialty: Architecture
Address: 3517 S. Centinela Avenue
Los Angeles, CA 90066
Phone: (310) 397-9995

**Francis Krahe
& Associates Inc.**
Architectural Lighting Design

Principal: Francis Krahe
Firm Name: Francis Krahe & Associates
Relationship to Proposer: Sub-Consultant
Specialty: Architectural Lighting Design Consultant
Address: 304 South Broadway, Suite 500
Los Angeles, CA 90013
Phone: (213) 617-0477

KAKU ASSOCIATES
A CORPORATION

Principal: Dick Kaku
Firm Name: Kaku Associates, Inc.
Relationship to Proposer: Sub-Consultant
Specialty: Traffic Consultant
Address: 1453 Third Street Promenade, Suite 400
Santa Monica, CA 90401-3428
Phone: (310) 458-9916

PSOMAS

Principal: Jose M. Gama, PE
Firm Name: Psomas
Relationship to Proposer: Sub-Consultant
Specialty: Civil Engineer
Address: 11444 Olympic Boulevard, Suite 750
West Los Angeles, CA 90064-1531
Phone: (310) 954-3700



Principal: Ken Rogers/John Schock
Firm Name: Han-Padron Associates
Relationship to Proposer: Sub-Consultant
Specialty: Marine Engineering Consultant
Address: 100 Oceangate, Suite 650
Long Beach, CA 90802-4346
Phone: (562) 590-6032

4. LICENSES

The following staff hold licenses or registration required by California state law or relevant to performance of the Contract.

Name: James H. Curtis
License: Registered Landscape Architect
License No.: 1961

Name: Francis J. Krahe
License: Professional Electrical Engineer
License No.: E 12953

Name: Ronald E. Heffron
License: Civil Engineer
License No.: C55638

Name: Stephen Hardy
License: Civil Engineer

License No.: C26219
License: Structural Engineer
License No.: S2432

Name: Anthony Klement
License: Civil Engineer
License No.: C573778

Name: John P. Schock
License: Civil Engineer
License No.: C35420

Name: Michael Middleton
License: Civil Engineer
License No.: C29485

Name: Matthew J. Rowe
License: Professional Land Surveyor
License No.: 5810

Name: Mary Nastronero
License: Architect
License No.: C10318

Name: Michael J. Crehan, PE
License: Professional Engineer
License No.: 48944

Name: Richard Orne
License: Architect
License No.: C10614

5. STATEMENT OF DESIGN APPROACH IN RESPONSE TO THE SCOPE OF WORK

Introduction

The EDAW team recognizes that the Department of Beaches and Harbors has established a significant amount of background material and a strong foundation for these next stages of urban planning and design implementation, most notably "The Living Marina" Vision Study developed in conjunction with the EDAW design team and first issued in 2002. Therefore, our overall approach in response to this new scope of work is to build upon the key planning and design goals set forth in that study, as well as key subsequent work products such as "The Living Marina - Public Improvements Plan" and the initial draft of the "Urban Design Guidelines". These efforts, along with EDAW's recent work for the Department on Burton Chace Park redevelopment studies and Marina entry monumentation and gateway studies, will be used as a starting point in developing the future work outlined in this proposal. We believe that building on these recent efforts will help ensure continued forward progress toward real change and redevelopment of the Marina.

Having said that, we understand that the redevelopment process is a long-term effort for Marina del Rey, requiring not only an understanding of schedule and phasing of work, but also forward thinking and flexibility to carry the Marina into the future firmly adhering to the established vision, yet allowing for change and refinement as necessary. The long, rich history and diverse urban planning and design experience of EDAW offers a level of commitment to the long term needs of a varied and unique community such as Marina del Rey. Our internal team members and collaborating professions have the ability, desire and demonstrated experience to deliver significant, value-added urban planning and design services in order to help strengthen and better define the sense of place and identity of this extraordinary site and community.

EDAW is a recognized leader in the fields of planning, urban design, landscape architecture, environmental consulting and land use economics that has been a significant force in some of the most important and diverse public and private projects in the United States and abroad. The firm's extensive project experience highlights our planning and design leadership in a highly competitive field. Established in 1939, we are the oldest and largest planning firm in the country. Our expertise spans the full spectrum of traditional planning and urban/landscape design services and the unconventional challenges of emerging technologies and initiatives. With approximately 1,000 employees in 24 offices worldwide, we have the opportunity to call on our global resource of professionals for use on this project in the areas of environmental and biological planning and design, economic research and planning.

Recently, EDAW has been very active in the region with a number of projects in the public and private sectors including planning and design for the San Pedro waterfront at The Port of Los Angeles, The Ambassador Campus in Pasadena, Malibu Creek State Park and Taylor Yard State Park, (the latter being the first major urban state park developed in Los Angeles in the last 30 years.) By maintaining involvement in Marina del

Rey, EDAW continues to contribute in the revitalization of Los Angeles County through collaborative efforts with public agencies, developers and the community.

EDAW has carefully selected each team member to provide the Department of Beaches and Harbors with the highest quality relevant project experience, technical expertise, and the commitment to ensure that both superlative planning and design as well as realistic solutions and recommendations are developed. We have assembled a team specifically for this project that excels in planning and urban design, architecture, wayfinding, signage and environmental graphics, landscape architecture, traffic engineering and mobility planning, marine engineering, lighting design and civil engineering. Our work plan incorporates an interactive and collaborative approach to understanding the opportunities and constraints and implementing the established vision for this scope.

The core team of consulting professionals assembled for this proposal remains largely unchanged from our on-going scope with the Department. They include, in alphabetical order:

Francis Krahe & Associates (FKA) – Architectural and Exterior Lighting

Han-Padron Associates (HPA)– Marine Engineering

Kaku Associates (KA) – Traffic Engineering & Mobility Planning

Orne + Associates (O+A) – Architecture and Planning

Psomas Associates (PA) – Civil Engineering

Selbert Perkins Design (SPD) – Wayfinding, Signage, Environmental Graphics

We have not included a specific Public Art Consultant in this proposal, pending further development of the urban design plan for the Marina. However, we are prepared to recommend some candidates for this work, including Tamara Thomas Associates and Gail M. Goldman Associates at the appropriate time. EDAW has worked with a number of artists and consultants that could advise on the Art in Public Places program of this scope and we feel that the public art program is a specialty that would be better determined further along in the process. This approach also provides the opportunity to bring in more than one public art consultant or artist to comment on our urban planning and design efforts and to solicit feedback from a larger cross section for this very important component of the Marina environment. We encourage the same collaborative approach to the public art program as we have in our entire project approach. EDAW will establish the criteria for selection of the appropriate public art consultant(s) and/or artist(s). Until those selections are made, Selbert Perkins Design will be the lead consultant in the early master planning of the Art in Public Places program.

Design Philosophy

Successful redevelopment projects are not driven by design alone, but also by realistic development strategies integrated with urban design. EDAW's general philosophy for designing and implementing successful redevelopment projects is to recognize the value associated with a thorough understanding of the cultural, economic, aesthetic, functional

and environmental influences within a community and a given project area. The interrelationship between land use, architecture, landscape architecture, traffic, economic/market realities and citizen input is critical. Knowledge of community needs, desires and expectations, phasing opportunities, and financial considerations, as well as how each component of a community interacts with surrounding local and sub-regional influences, are important factors as well.

Our specific design philosophy for this new phase of work at Marina del Rey is to build on the urban planning and design vision set forth in the "Living Marina" vision study developed by the EDAW team, in collaboration with the Department of Beaches and Harbors, in February 2002. As noted in that study, the long term planning and design goal for transforming Marina del Rey is to build on its strengths to create a pedestrian oriented community that redefines the water as a positive space, and weaves together both landside and waterside development into a cohesive whole to enhance its sense of place, and its ability to serve residents and visitors.

Planning & Design Approach and Key Tasks

EDAW's approach to this new phase of urban planning and design services is to leverage our experiences and lessons learned in Marina del Rey over the past two and one half years with the firm's larger knowledge base and experiences worldwide with related destination tourism, recreation, waterfront and mixed use projects as well as the project consulting team members varied expertise. By doing so we can bring a comprehensive view of the tourism/recreation industry to the specifics of this next phase of work at Marina del Rey, in a practical, timely and cost-effective way. The primary tasks of this effort, as defined in the RFP, are summarized below:

1. Pedestrian Access, Parking, Circulation and Mobility Study

Develop a Mobility Master Plan that addresses the goals of creating a pedestrian oriented circulation system throughout the Marina in conjunction with current and future roadway improvements and parking strategies. Specific to this goal is enhancing pedestrian access and safety through innovative solutions for traffic calming, pedestrian and vehicular traffic interface strategies and creating design alternatives to unify the SR-90 Extension and Admiralty Way Widening projects. Another key subtask is an evaluation of the existing Marina-wide parking requirements (including shared parking opportunities) and recommendations to the Department for proposed improvements to the Marina Parking Master Plan. Assist the Department in the review of such proposals by various agencies and community groups, consensus building, and incorporation of adopted proposals into subsequent engineering documents, such as roadway improvements.

2. Comprehensive Wayfinding & Signage Strategy

To formulate a comprehensive wayfinding, signage and graphic identity package for enhancement of the placement and visual quality of the wayfinding system and its components to help unify and improve the Marina's sense of place and ease of mobility. The strategy would address both the Marina itself and surrounding

areas, to help make it easier for residents and visitors using various modes of transport to find - and move around within - the Marina, both on land and sea.

3. Marina Beach Resort Master Plan

Develop a long-term vision and design concept for the Marina Beach resort area which evaluates existing and proposed project developments. The result integrated master plan should establish a new image for the area, maximizing physical and visual linkages for the resort community to the surrounding Marina community and include program elements to enhance the visitor experience through state-of-the-art water quality, entertainment and recreational facilities. Special focus on planned hotel/retail expansions.

4. Marina Portals and Water Taxi Landings

Further develop "gateway" or "portal" opportunities consisting of distinctive designs to strengthen Marina recognition and provide a unified identity within the surrounding urban context and help create a clear sense of arrival and departure from the Marina district. Integrated enhanced landscape, signage, lighting, public art and monumentation and special features at key intersections, public parks, portions of private parcels and water taxi landings will be developed.

5. Oxford Basin Renovation and Restoration

Develop a program and conceptual master plan for the renovation and/or restoration of the Oxford Basin and adjacent Admiralty Park areas. Assess the environmental impacts for biological and wetlands restoration, mitigation of wildlife impacts, water quality and recreational opportunities and improvement of the visual identity of the basin.

6. Architectural Lighting Standards / Marina Exterior Lighting Strategy

Establish the character for the Marina exterior lighting program and standards conforming to the commercial and public development, signage and open space principles established for the Marina. Create a master plan of exterior lighting to define the key zones of different functional lighting needs and aesthetic effects throughout the public and semi-public areas of the Marina.

7. Recommendations for Public Art

To introduce public art components into the Marina streetscape, gateways, pedestrian promenades, waterfront and enhance public focal points within the project area. Assist the Department in establishing an on-going Art in Public Places program, with the guidance of a public arts consultant.

8. Other Professional Services

To provide services on an "as-needed" basis which optimize public and agency input throughout the planning process to promote a sense of community pride and responsibility, and ensure that proposed project improvements recommendations reflect the

Marina and Department vision, image, goals, objectives and policies. These services would include such tasks as 1) assisting the Department in presentations to various public and private agencies and groups, especially the Design Control Board, Small Craft Harbor Commission, Regional Planning Commission and Board of Supervisors; and 2) providing professional urban design and planning review of 3rd party development proposals being submitted to the Department or Design Control Board.

Methodology

Successful planning outcomes are generated through resourceful and productive interaction among the Client groups and their staff, key public agency staff, community and neighborhood representatives, investors and lenders, the media and the planning team. We understand the importance of involving a wide and diverse audience in the creation of a strong sense of place for the community. In fact, we believe that nurturing Client and key community representatives' involvement and understanding is the first step in our approach to developing the principals that will guide us as we take on the challenges of the Department's specific needs that will follow.

Our approach is the opposite of the "ivory tower" approach to planning. Instead, we reach out to involve every aspect of the Client team and the constituent community in the planning and design process. We welcome input throughout the process as that input educates us on issues, facts and realities we might otherwise overlook. This participation builds a strong ownership of the overall vision or plan and ultimately of the built environment by future development.

We believe that at the heart of any program is a method for bringing diverse groups/viewpoints together in a way that provides an opportunity for meaningful exchange of ideas, views and values, and results in well-informed decisions. Our preferred method is a workshop format with community task force members.

We have worked with community Task Forces in a number of our past projects, including Marina del Rey. We believe that continuing to work closely with a Task Force in a series of intensive, interactive workshops provides a solid grounding for projects. The Task Force for the Marina del Rey project has included representatives from the following groups: the Department Staff, the Marina del Rey Design Control Board (DCB), the Small Craft Harbor Commission (SCHC), other key County and public agency staff and key stakeholders within the business community. The Task Force has been composed of a broad and diverse cross section of the community, reflecting its multi-faceted interests and concerns and produced quality results during the project team's experiences in Marina del Rey.

Our approach to gaining a strong direction for the project is based on initiating the task force program at the outset of the design process; having a thorough understanding of the issues; establishing common goals among diverse groups as quickly as possible; recognizing and communicating the concerns of all interested parties; identifying and maximizing commonalties; and communicating fatal flaws early in the process before unnecessary time and money are spent. We will continue

to help the Department, DCB and SCHC negotiate and resolve the tough issues together. As proposed, the workshop and participation program build immediate momentum for projects, expand the number of project supporters, gain public and agency support to expedite approvals, and create positive public relations for the project and its players.

As part of the Task Force workshops the project team will evaluate some or all of the following issues, as they relate to primary scope task outlined in the RFP:

- Conformance with The Living Marina Vision and Urban Design Guidelines
- Existing streetscape improvements and planned improvements
- Existing landscaping, hardscape, grounds design, street treatment, and maintenance
- Existing parking, traffic, vehicular circulation and site access considerations
- Opportunities for Marina Portals and view corridors
- Existing and potential land use linkages and adjacent land use influences
- Current planned projects, reuse and redevelopment patterns
- Environmental considerations, including biological and wetland restoration, traffic circulation and access, air and water quality, public safety, etc.
- Existing storm drain patterns/capacities and general hydrological information, existing water and sewer facilities/capacities
- Existing infrastructure/utilities
- Existing and planned pedestrian circulation, walkways, sidewalks, and trails; bike trails and paths
- Lighting for pedestrian and vehicular safety, aesthetic and functional uses
- Existing architecture, fountains, entry nodes, etc,
- Existing signage issues including design/function, placement, height, visibility, orientation, gateway opportunities, directories, banners, etc.
- Art in public places
- Accessibility for the disabled
- Security and user friendly design considerations.

The project team will address these goals during each project task through a series of drawings or reports to establish a clear understanding and consensus of the conditions and intent of the work effort. We would use these drawings and reports in the workshop sessions with the Task Force and Community to ensure that we have collected all the relevant information and have clearly represented the design of the project within the established vision. Once a clear understanding of the planning goals

and project criteria have been established in the Task Force Workshops, the project team will work with the Client to establish a clear set of goals or list of tasks for the design team to undertake.

Working with the General Public

In developing the vision for Marina del Rey we believe that keeping the general public informed on the vision for the project helps promote community pride and support for the plan. It is the community involvement that will help carry the vision into the future and ensure its success. If the Department desires, we have a number of tools that could be implemented for the integration of the general public and/or the Task Force, as described below:

Workshop Sessions with the General Public

We believe that following the visioning workshop sessions with the Task Force we should also engage in intensive, interactive workshops with the public to inform them about the project and its status, and to obtain their ideas on the project, its issues and direction. These sessions include brief presentations by the design team followed by smaller group sessions (8 to 12 people per group) that involve interactive discussions about specific components of the project. We have found that these types of sessions provide the best opportunity for the consultant team to gain specific input from the largest number of people.

Design Charette / Open Design Studio

Another technique that we have used on a number of projects is hosting a design charette in the community. The purpose of the Charette is to develop a series of alternative design concepts, plans and programs and elaborate on the opportunities and limitations presented by each. If desired we could include a design Charette for the Marina Del Rey project that would occur over a two or three day period and would include site tours with the Task Force and other interested parties. The EDAW team would include four to six of our best designers and planners. The design charette would help us provide the highest quality design in a short time frame. Typically, we would "set up shop" and conduct our workshops in an accessible municipal facility near the site. Also, we could announce "open" design studio hours when members of the Task Force, the media, the surrounding neighborhoods and the general public are invited to drop by and participate, on an informal basis, with the charette team.

Partners with the Media

Another community involvement technique we have used is to work with representatives of the printed media (daily and weekly) that serve the surrounding neighborhoods. We recommend inviting the media to all public workshops and conducting a briefing session with the media prior to these workshops. In addition to involving the media in the process so that they too become authors and supporters of the plan, this continuous and regular access to the media allows us to convey a complete and balanced picture of the project.

Potential Deliverables

We understand that the work scope for the project will vary depending upon the specific needs established by the client. We anticipate that our efforts will likely include at least the following items, based on the Planning Approach and RFP Task described above. We expect these items to be completed using a comprehensive project team approach that reflects the various areas of expertise of the entire project team.

- 1) Continually evaluate opportunities for embracing the overall Marina del Rey experience and The Living Marina Vision.
- 2) Prepare a Focused Master Plan for the Marina Beach Resort area.
- 3) Incorporate, as necessary, economic/marketing input/evaluation and update.
- 4) Create a Wayfinding, Signage and Identity Plan, including an identity image (logo) for the overall project area, that establishes recommendations and locations for gateway elements, street signage, commercial signage, informational and directional signage, safety kiosk identification signage, wayfinding devices, etc., and utilizes relevant observations from traffic studies of the project area. The intent is to enhance the sense of place and identity for the Marina del Rey area as a destination.
- 5) Create a Exterior Public Realm Lighting Master Plan with specific design guidelines for commercial and public lighting standards within the project area.
- 6) Prepare Mobility Master Plan (MMP) addressing parking, vehicular circulation of all modes, pedestrian circulation, etc. in a comprehensive, Marina-wide strategy.
- 7) Prepare a Conceptual Landscape Plan to include alternative approaches to pedestrian mobility, current and future roadway improvements, parking strategies, and improved Marina access and circulation.
- 8) Prepare a Public Art Program that establishes possible locations for art projects, to include permanent or changing installations.
- 9) Prepare Renovation / Restoration Program for Oxford Basin/ Admiralty Park area to include impact assessments and initiatives for improved wildlife, water and outdoor environment quality.
- 10) Provide ongoing project management services, including coordination with Department representatives, and project team sub-consultants.

The above is only a representative list of potential deliverables that would be refined as a result of the workshops and throughout the duration of the project depending upon the client's needs.

Graphics

Please see number 6 (Graphics Capabilities) on the following page.

Quality Control

We implement a program of checks and balances that encourages reviews from peers and senior professionals of other areas to oversee and review the progress of our work and confirming the proper coordination with the work of others. This will be ongoing throughout the duration of the project. If discrepancies or deficiencies are discovered by either the department or our own peer review program and they are considered within our defined scope of work, then we will make every effort to correct the deficient as soon as possible.

Please see number 7 (Quality Control) on the following page for more information on EDAW's Quality Assurance Program.

6. GRAPHICS CAPABILITIES

We know that broad-based public support during all planning and design phases of a project is critical for the successful implementation of any project. One of the critical tools for communication to the general public is through the use of good visual graphics. Over the past decade a number of new and exciting tools for visual communications have been developed through computer generated graphics. We utilize every technological advantage through the use of photo simulation, cutting edge web site development and technology, CD-ROM development, 3D architectural rendering and modeling. These tools combined with our hand drawn quality graphics helps us to produce readable and understandable graphics and text that communicate the ideas and concepts of our designs to both the technical and laypersons.

We also employ the assistance of a number of illustrators that help depict the information we desire through perspective renderings and illustrations. We feel that this tried and true method still provides the best level of graphic representation that best conveys the design ideas.

7. QUALITY CONTROL

EDAW believes in a "firm without walls" approach to our work. This implies that we have a number of offices within California and throughout the country to pull resources from to meet the demands and needs of the Client's deadlines. We implement a program of checks and balances that encourages reviews from peers and senior professionals of other areas to oversee and review the progress of our work and confirming the proper coordination with the work of others. This will be ongoing throughout the duration of the project. If discrepancies or deficiencies are discovered by either the Department or our own peer review program and they are considered to be within our defined scope of work, then we will make every effort to correct the deficiencies as soon as possible.

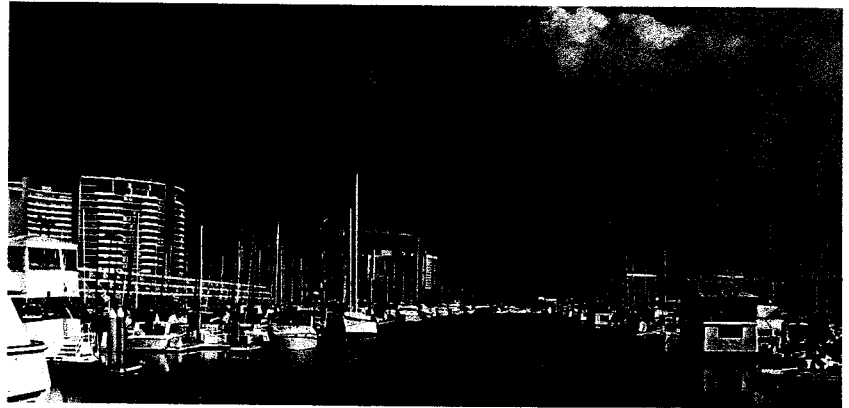
We believe in a strong project management system and good communication as a part of our project work plan. Clearly defined goals and deliverables will be addressed throughout the progress of the work. This information will be properly documented through meeting notes and follow-up correspondence. This ensures clearly defined expectations and performance standards. If discrepancies are found that do not conform to the expectations outlined during this process, then the discrepancy will be addressed immediately. If the exchange of information is not clearly being defined throughout the process then

we encourage the Department to identify this early on so that future problems can be avoided.

A copy of EDAW's Quality Assurance policy statement and an overview of our Quality Assurance Program are included at the end of this section.

8. ADDITIONAL INFORMATION

Please refer to Tab 9 for further introduction to the Team we have assembled for this project. We have included Firm Profiles, Resumes for Key Personnel, Relevant Experience Summaries and References for each of the proposed Sub-Consultants.



EDUCATION

Milwaukee School of Engineering
University of Colorado

AFFILIATIONS

American Institute of Architects
Urban Land Institute
American Society of Landscape Architects

PUBLICATIONS +**PRESENTATIONS**

Gateway to the City, Landscape Architect
and Specifier, May/July 2003

Fairs, In New Orleans, Warehouses and
"Forms from an Idealized World",
Architecture, July 1984

The River at Rancho Mirage, Landscape
Architect and Specifier, July 2003

Pedestrian Streetscape, Landscape
Architect and Specifier, August 2003

If you plant it, Will they come?, Landscape
Architect and Specifier, September 03

DAVID BROCKMAN**Principal**

Mr. Brockman is a principal with a multi-discipline background in urban planning/design, architectural design, land development planning, environmental design, and landscape architecture. He has worked on a variety of projects involving golf course/recreational community development, hotel and marina resort planning and design, residential design, entertainment, and retail planning and design.

PROJECT EXPERIENCE**Marina del Rey Urban Design Study, Los Angeles County, CA****Principal in Charge**

CLIENT: Los Angeles County Department of Beaches and Harbor
Urban Design Master Plan and Design Guidelines for the entire Marina del Rey Community integrating the future Marina del Rey re-development to incorporate a new Town Center at the core of the Marina with linkages to the Communities Mixed Use/ Retail and Residential Environment incorporating future growth for Marina del Rey with connections to the parks, open space and urban waterfront promenade along the Marina water front.

Marina del Rey Parks and Urban Design Study, Los Angeles County, CA**Principal in Charge**

CLIENT: Los Angeles County Department of Beaches and Harbor
Parks Master planning for the entire Marina del Rey Community integrating the parks and open space into the future Marina del Rey Mixed Use/ Retail and Residential development, which features an urban waterfront promenade along the Marina water front and public center.

The Canals of Scottsdale, Scottsdale, AZ**Project Manager**

CLIENT: W. Guy Scott / W.A.M Development
Redevelopment planning and landscape architecture for this mixed-use project, which consists of over two million S.F. of retail, cultural, entertainment, residential and resort development, designed along an interior waterway canal.

Las Vegas Downtown Master Plan, Las Vegas, NV**Project Landscape Architect**

CLIENT: City of Las Vegas

Data gathering, agency reviews and site investigation with analysis report of findings, and development of an overall urban design concept plan to define the district character and limits.

The River at Rancho Mirage, Rancho Mirage, CA**Principal-in-Charge**

CLIENT: J.H. Snyder Company

Landscape architectural services for a new retail entertainment center, which features man-made rivers and lakes, an amphitheater, specialty retail spaces, restaurants, fine dining and a 3,600-stadium seat Edwards Cinema Multiplex.

West Hollywood Gateway, Los Angeles, CA**Principal-in-Charge**

CLIENT: J.H. Snyder Company

Landscape architectural design services for a new, tri-level urban entertainment/office center situated on top of three levels of below-grade parking.

DAVID BROCKMAN**Summerlin Office Building, Las Vegas, NV****Project Manager****CLIENT:** Howard Hughes Corporation

Landscape architecture for Summerlin's first office complex, which features twin buildings surrounding a central plaza.

Kierland Commons Town Center, Scottsdale, AZ**Project Manager****CLIENT:** Woodbine Southwest Corporation

Full landscape architecture services for mixed-use development in the heart of the new Kierland Planned Community, includes hotel, office, residential, and retail development.

Collier Center, Phoenix, AZ**Principal-in-Charge****CLIENT:** Opus West Corporation

Landscape architecture for a significant new mixed-use development in the heart of Phoenix, includes retail, restaurants, three office towers, and hotel facilities.

Auvers Gardens Condominium Towers, Taiwan**Project Manager****CLIENT:** N/A

Site design, site furnishings, planting recommendations, paving and lighting design for the public spaces surrounding the 4 high rise towers.

Seven Hills Development, Las Vegas, NV**Project Manager****CLIENT:** Silver Canyon Partnership d.b.a. Seven Hills

Landscape architecture for a 1,200-acre community, which includes an 18-hole golf course and a trail and park system that winds through the hillsides.

Seven Hills Design Guidelines, Las Vegas, NV**Project Manager****CLIENT:** Silver Canyon Partnership d.b.a. Seven Hills

Landscape guidelines were developed for this 1,200-acre planned community.

Eagle Hills at Summerlin, Las Vegas, NV**Project Manager****CLIENT:** Summa Corporation

Development of streetscape designs, entry features, and a 6-acre internal park for a planned community.

Tournament Hills at Summerlin, Las Vegas, NV**Project Manager****CLIENT:** Summa Corporation

Development of streetscape designs and entry features for this exclusive private community on Las Vegas's TPC Golf Course.

Summerlin Village Center, Las Vegas, NV**Project Manager****CLIENT:** Summa Corporation

Development of master plan and design guidelines for mixed-use parcel composed of cultural, retail, cultural, educational, entertainment, and other civic related facilities.

DAVID BROCKMAN**Summerlin TPC Golf Clubhouse, Las Vegas, NV****Project Manager****CLIENT:** Summa Corporation

Site design and entry features for a clubhouse and swim/tennis pavilion adjoining Summerlin's TPC golf course, including planning and design for the stadium seating and tournament attractions for the annual PGA Las Vegas Open.

L'Ermitage Hotel, Beverly Hills, CA**Project Manager****CLIENT:** Alan Zimmerman and Lahotel Corporation

Design services for the renovation of this all-suite facility hotel. Improvements included a garden restaurant terrace and fountain, private suite patio gardens, and a spectacular roof terrace garden featuring a swimming pool, cabanas, and outdoor dining.

MGM Grand Hotel Pool Deck, Las Vegas, NV**Project Manager****CLIENT:** MGM Grand Hotel and Casino

Renovation of the pool deck area features a thematic water playground for the hotel's guests, including both family oriented areas and exclusive hideaways for adults and prominent guests.

Cache Creek Casino and Bingo, Sacramento CA**Principal-in Charge****CLIENT:** WAT&G/Friedmutter Group

Full landscape architectural design services for a Casino & Hotel complex located on approximately 16 acres on the Cache Creek Indian Reservation.

The Palms Casino Hotel, Las Vegas NV**Principal-in Charge****CLIENT:** The Jerde Partnership International, Inc.

Full landscape architectural design services for a Casino & Hotel complex located on approximately 28 acres

Harrahs Casino Hotel Roof Deck Garden, Las Vegas, NV**Project Manager****CLIENT:** Harrahs Casino Hotel

Design of the upper pool deck for a Las Vegas casino resort hotel.

Santa Fe Casino Hotel, Las Vegas, NV**Project Manager****CLIENT:** Santa Fe Casino Hotel

Redesign of entry landscaping and a water-feature attraction at a Las Vegas casino resort hotel.

Las Vegas Hilton Pool Deck, Las Vegas, NV**Project Manager****CLIENT:** Hilton Gaming Corporation

Design competition to provide an \$8 million face-lift for the roof deck pool at this world-class resort in Las Vegas.

Las Vegas Hilton Master Plan, Las Vegas, NV**Project Manager****CLIENT:** Hilton World Gaming

Master plan for a 6-acre pool and lagoon area. Services also include the landscape entry feature for the timeshare complex and 3,500-room hotel.

DAVID BROCKMAN**Taylor Yard State Park, Los Angeles, CA****Principal in Charge****CLIENT:** California State Parks

General Plan preparation for the 138 acre Urban Park in the heart of Los Angeles which includes a passive and environmentally sensitive parks and trails along the Los Angeles River Corridor that interfaces with an Active recreational center with Soccer and play fields, neighborhood park and community center.

Malibu Creek State Park, Los Angeles, CA**Principal in Charge****CLIENT:** California State Parks

General Plan preparation and CEQA / NEPA update for this a 1200-acre state park for future development of this scenic and environmentally sensitive park area that includes overnight and day camping, hiking trails, biking trails, nature hiking, photography and hosts the sites of several past Hollywood Movie sets for outdoor venues.

EDUCATION

Bachelor of Science, Urban Planning,
California Polytechnic University, Pomona,
California, 1983

AFFILIATIONS

Urban Land Institute, Education Committee
Member – Orange County District Council

League of California Cities Delegate

Orange County Public Affairs Association
Member

Transportation Corridor Agency, Member
Board of Directors F/E TCA

Orange County Trauma Intervention
Program, Advisory Committee Member

Orange County Fire Authority, Past Member
Board of Directors

COMMUNITY SERVICE

Current Mayor and past Mayor Pro Tem, City
of Yorba Linda (April 2000 – Present)

Past Chairman and Member, City of Yorba
Linda Planning Commission (1994-2000)

Past Chairman and Member, City of Yorba
Linda Parks and Recreation Commission
(1990-1994)

TEACHING EXPERIENCE

California Polytechnic University Pomona,
Guest Lecturer

University of Southern California, Guest
Lecturer

PRESENTATIONS

"Yorba Linda's Vista Del Verde Project" –
Planning Directors Association of Orange
County, Speaker, Yorba Linda, California
2003

"Infill Development in Older Neighborhoods:
Obtaining Community Consent" – Invitation
Forum, Panel Speaker, Brea, California 2003

"Urban Infill & Redevelopment" – Building
Industry Association of Orange County's 19th
Annual Real Estate Conference, Panel
Speaker, Irvine, California 2003

"Rebuilding Trust" – Planning Director's
Association of Orange County Planning
Forum Speaker, California 2002

"Planner's Boot Camp" – Planning Director's
Association of Orange County Planning
Forum Panelist, California 2002

"Master Planned Communities: What have
we learned?" – Urban Land Institute
Conference Speaker 2002

"New Rules to Winning the High Stakes
Entitlement Game," – Pacific Coast Builders
Conference, San Francisco, California 2001

"Leadership and the Planning Profession," –
Community Spotlight Cable Television
Program, Orange County, California 2000

"Revitalization Strategies and the Edinger
Corridor," – Inside City Hall Huntington Beach
Cable Television Program, Orange County
California 2000

continued...

KEN RYAN**Principal**

Ken Ryan has served as a leader on projects involving large scale Master Plans, complex reuse/revitalization planning, town center evaluation, resort/recreation studies, community participation programs and intergovernmental coordination. Mr. Ryan is a planner known for his leadership, strategic insight and communication skills. His experience overseeing projects from initial ideas to successful implementation provides him with an understanding of the important interrelationship between marketplace, environmental setting, political sensitivities, and design considerations.

PROJECT EXPERIENCE**San Pedro Waterfront Promenade – Phase I, San Pedro, CA****Principal-in-Charge**

CLIENT: Port of Los Angeles

Design and implementation of a world-class pedestrian promenade along a mile-long segment of the San Pedro waterfront. Phase I of the waterfront project begins at the Vincent Thomas Bridge and terminates at the Ports O'Call Fire Station, and includes the World Cruise Center terminal and facilities. As part of project development, EDAW is undertaking an extensive public outreach program.

Chapman University Specific Plan Amendment + Design Guidelines**Orange, CA****Principal-in-Charge**

CLIENT: Chapman University

Preparation/processing of a Specific Plan, Design Guidelines EIR, community outreach and governmental relations to allow for expansion of Chapman University, including the School of Film & Television and other academic uses.

Pomona Downtown Specific Plan, Pomona, CA**Principal-in-Charge**

CLIENT: City of Pomona

Planning and Design study for 380-acre Historic Downtown District to revise the existing development regulations to increase housing opportunities, promote mixed-use development and reflect historic conditions.

Hartley Center Specific Plan, Brea, CA**Principal-in-Charge**

CLIENT: Unocal Corporation

Master plan for the mixed-use revitalization and adaptive reuse of a 120-acre infill site, incorporating land use and urban design strategies based on "smart growth" principles.

Edinger Corridor Economic Development Plan, Huntington Beach, CA**Principal-in-Charge**

CLIENT: City of Huntington Beach

Implementation strategies and public participation program for a 350± acre revitalization area encompassing Huntington Beach Mall, Old World Village, and Golden West College.

KEN RYAN

"Community Planning, Citizen Participation, and Where We Go From Here," The Empowerment Zone," – KUCI Radio Broadcast, Orange County, California 2000

Desert Willow Resort, Palm Desert, CA**Principal-in-Charge**

CLIENT: Desert Golf Partners/City of Palm Desert

540-acre world-class desert resort with Smithsonian Institute recognized golf, 600 timeshare villas, and village core containing a 500-room luxury hotel.

Agua Caliente Hotel/Casino Expansion, Palm Desert, CA**Principal-in-Charge**

CLIENT: Agua Caliente Board of Cahuilla Indians

Master plan for expansion and support of a wide variety of resort/recreation/retail uses in the Palm Springs area.

Arrowhead Pond, Anaheim, CA**Principal Planner**

CLIENT: City of Anaheim/Ogden

Site feasibility, environmental documentation, and project representation for \$60.5 million 20,000-seat sports and entertainment facility hosting major concert events, family entertainment shows, and sporting events including home to the NHL's Mighty Ducks.

Rancho Mirage Mixed Use Master Plan, CA**Principal-in-Charge**

CLIENT: City of Rancho Mirage

Planning and landscape architectural design for village residential and city-wide community park located at the intersection of Monterey Avenue and Dinah Shore Drive.

North Main Street District Revitalization Plan, Corona, CA**Principal-in-Charge**

CLIENT: City of Corona

Comprehensive plan identifying revitalization measures for 260-acre Specific Plan including Fender Guitar Museum and Performing Arts Center.

Joshua Hills Specific Plan + EIR, Riverside County, CA**Principal-in-Charge**

CLIENT: California Intelligent Communities

Preparation of an Environmental Impact Report, ecological studies and sustainability guidelines for a 9,000-acre mixed-use project development, which will include a site for the World Trade Center University Campus as well as other institutional, commercial, and residential uses.

Diamond Valley Lake Master Plan + Biological Surveys, Hemet, CA**Principal-in-Charge**

CLIENT: Diamond Valley Recreation Group/MWD

Master Plan and Biological Surveys for 3,000 acres surrounding North America's largest man-made lake, includes two marinas, lodging, camping, recreational vehicle resort, residential uses, additional lakes, sports park facilities, retail/entertainment, golf courses and open space elements.

Laguna Niguel Gateway Specific Plan, Laguna Niguel, CA**Principal-in-Charge**

CLIENT: City of Laguna Niguel

300-acre mixed-use revitalization project addressing market demand, circulation solutions, lot consolidation incentives, landscape, signage and gateway enhancements.

KEN RYAN**Victoria By The Bay, Hercules, CA****Principal-in-Charge****CLIENT:** Catellus

Master plan for a 300-acre San Francisco Bay Area reuse project transforming a former oil refinery into a residential community.

Murrieta Civic Center, Murrieta, CA**Principal-in-Charge****CLIENT:** City of Murrieta

Flexible 36-acre Master Plan for new Civic Center located at the gateway to the City's historic district.

Anaheim Stadium Land Use Strategy Plan, Anaheim, CA**Principal Planner****CLIENT:** City of Anaheim

Comprehensive land use intensification analysis for 1,300-acre stadium area providing guidance and direction for anticipated development and economic growth.

Birch Street Village + Sports Complex Specific Plan, Brea, CA**Principal-in-Charge****CLIENT:** The Olson Company/City of Brea

A mixed-use Specific Plan for the reuse of a 37.2-acre infill site, incorporating a neighborhood of larger single family detached homes along with a public sports park complex.

Carson Walk Specific Plan, Carson, CA**Principal-in-Charge****CLIENT:** The Olson Company

A Specific Plan for the reuse of a 20-acre former commercial site.

Riverpark Specific Plan, Santa Clarita, CA**Principal Planner****CLIENT:** Valencia Company

Specific plan for a mixed-use community that encompasses 1,300 acres of land adjacent to the scenic and environmentally sensitive Santa Clara River.

EDUCATION

Bachelor of Landscape Architecture,
Virginia Polytechnic Institute and State
University, 1988

AFFILIATIONS

Urban Land Institute, Associate Member

HONORS + AWARDS

Award for Outstanding Undergraduate
Contribution to the Landscape Architecture
Program, 1987, Virginia Polytechnic
Institute and State University

PRESENTATIONS

"Ferrari Symposium II – Convergence: A
Question of Disciplines", Invited Speaker,
December 9-10, 1999 – Virginia Tech,
College of Architecture & Urban Studies
Slide Presentation: "Convergence from a
Development Perspective: Learning from
the Disneyland Resort"

DAVID R. MORGAN**Director of Planning & Design**

Mr. Morgan is a Landscape Designer and Planner with over 15 years of experience on a wide range of domestic and international projects. Mr. Morgan's project experience includes retail, resort, and recreational developments; residential communities; institutional; and, business complexes. Mr. Morgan recently joined EDAW, therefore the experience detailed below occurred while employed by the Disney Development Company (DDC)/Walt Disney Imagineering (WDI), The SWA Group (SWA), and/or HOH Associates (HOH).

PROJECT EXPERIENCE

The Ambassador Campus Planned Development, Pasadena, CA
Landscape Project Manager

CLIENT: World Wide Church of God

Managing the creation of the Landscape Master Plan and Design Guidelines for the new residential community created in conjunction with the redevelopment of the historic property. The project includes new streetscape programs and defining connections to the parks, open spaces, and interior courtyards of each parcel development while preserving the unique quality of plant material and character of the Ambassador Campus.

Cache Creek Casino and Resort, Sacramento CA
Project Manager

CLIENT: WAT&G / Friedmutter Group

Full landscape architectural design services for a Casino & Hotel complex located on approximately 16 acres on the Cache Creek Indian Reservation.

Taylor Yard State Park Master Plan, Los Angeles, CA
Project Manager

CLIENT: California State Parks

Managing the master plan preparation for the 40-acre urban park in the heart of Los Angeles, which includes trails along the Los Angeles River Corridor interfacing with organized sport fields and children's play areas.

Disneyland Resort/Anaheim, Anaheim, CA
Development Manager, Master Planning & Design (DDC/WDI)

OWNER: Disney Development Company/Walt Disney Imagineering
Managed master planning and entitlements process for the 1,100-acre resort expansion and redevelopment project. This public/private partnership with the City of Anaheim, included extensive parking, transportation and infrastructure improvements, as well as seven miles of streetscape revitalization.

Walt Disney Studios, Burbank, CA
Development Manager, Master Planning & Design (DDC/WDI)

OWNER: Disney Development Company/Walt Disney Imagineering
Developed master plan and landscape plan for redevelopment of a significant portion of the 1939-era campus, including creation of an employee "commons" and a new vehicular arrival court. Also, responsible for a variety of planning and design efforts in support of the build-out of the Disney Headquarters campus and studio lot.

DAVID R. MORGAN**Hong Kong Disneyland Resort, Hong Kong****Development Manager, Master Planning & Design (DDC/WDI)**

OWNER: Disney Development Company / Walt Disney Imagineering
Master planning and design management, as well as extensive consultant and government coordination, for the Hong Kong Disneyland Resort, which will include a theme park, two hotels, recreational lake, and extensive landscape, transportation, and public/private infrastructure improvements.

Anaheim Redevelopment District Landscape Plan, Anaheim, CA**Project Designer (SWA)**

CLIENT: City of Anaheim

Landscape and identity master planning for downtown Anaheim, as well as final landscape design for many components.

Columbia Studios Landscape Master Plan, Culver City, CA**Project Designer (SWA)**

CLIENT: Gensler

Landscape planning and design for studio infill master plan.

Newport Beach Central Library, Newport Beach, CA**Project Designer (SWA)**

CLIENT: SMWM Architects

Site and landscape planning and design for new main library for Newport Beach.

Sony Music Campus, Santa Monica, CA**Project Designer (SWA)**

CLIENT: Steven Ehrlich Architects

Landscape design for group of buildings comprising the Sony Music corporate campus.

The Marriott at Pelican Hill, Newport Beach, CA**Project Designer (SWA)**

CLIENT: RTKL Architects

Site and landscape planning and design for a 1,200-room hotel in the style of an Italian hill town, overlooking the Pelican Hill Golf Course and Crystal Cove State Park.

Potomac Yard, Alexandria, Virginia**Apprentice Landscape Architect (HOH)**

CLIENT: N/A

Initial feasibility and master planning for redevelopment of a major railroad property along the Potomac River.

EDUCATION

Bachelor of Science in Landscape
Architecture

Purdue University, West Lafayette, IN
May 1995

AFFILIATIONS

American Institute of Architects

DUANE BORDER**Landscape Designer, Associate**

Duane Border is a landscape designer with experience on a variety of project types. He has served as project manager, leading multidisciplinary teams through the design process from conceptual design, design development and construction detailing. His portfolio includes design and planning of five star resorts, golf course/recreational community developments, entertainment, and university campus planning.

PROJECT EXPERIENCE**Marina del Rey Urban Design Study, Los Angeles County, CA****Project Manager**

CLIENT: Los Angeles County Department of Beaches and Harbor
Urban Design Master Plan and Design Guidelines for the entire Marina del Rey Community integrating the future Marina del Rey re-development to incorporate a new Town Center at the core of the Marina with linkages to the Communities Mixed Use/ Retail and Residential Environment incorporating future growth for Marina del Rey with connections to the parks, open space and urban waterfront promenade along the Marina water front.

Marina del Rey Parks and Greenways Study, Los Angeles County, CA**Project Manager**

CLIENT: Los Angeles County Department of Beaches and Harbor
Parks Master planning for the entire Marina del Rey Community integrating the parks and open space into the future Marina del Rey Mixed Use / Retail and Residential development, which feature an urban waterfront, promenade along the Marina water front and public center.

The Ambassador Campus Planned Development, Pasadena, CA**Landscape Designer**

CLIENT: World Wide Church of God
Landscape Master Plan and Design Guidelines for the new residential community created in conjunction with the re-development of the historic property with new streetscape programs, connections to the parks, open spaces and interior courtyards of each parcel development while preserving the unique quality of plant material and character of the Ambassador Campus.

Burton Chace Park Master Plan, Marina del Rey, CA**Project Manager**

CLIENT: Los Angeles County Department of Beaches and Harbor
Park master plan and design for the re-development of the existing urban park peninsula in Marina del Rey. The design incorporates the principles and guidelines developed in the Parks and Greenways Study and the future expansion of community services including new Community and Aquatic Centers, a redesigned outdoor amphitheater to enhance the existing public performance program, additional boat slips and W.A.T.E.R. program facilities.

The Lofts at Kierland Commons, Scottsdale, AZ**Project Manager**

CLIENT: Woodbine Southwest Corporation
Full landscape architecture services for residential town home development in the heart of the Kierland Planned Community and includes pool, gardens, and street front retail development.

DUANE BORDER**Tianjin Xinhe, Tianjin, China****Landscape Designer****CLIENT:** Moore Ruble Yudell Architects & Planners

Landscape planning for the Tianjin Xinhe development and landscape architectural design services for the 300,000 sq. meter first phase including residential community gardens, community entries and monumentation, retail/commercial center and public waterfront promenade including dining and entertainment venues.

Bella Terra Retail Center, Huntington Beach, CA**Project Manager****CLIENT:** J.H. Snyder Company

Landscape architectural design services converting an existing 63-acre former mall into an outdoor retail and entertainment center. EDAW created the master plan and detailed design for the development consisting of outdoor courts and pedestrian promenades including an entertainment court with amphitheater, dining and entertainment venues.

West Hollywood Gateway, Los Angeles, CA**Landscape Designer****CLIENT:** J.H. Snyder Company

Landscape architectural design services for a new, tri-level urban entertainment/office center situated on top of three levels of below-grade parking.

Taylor Yard State Park, Los Angeles, CA**Landscape Designer****CLIENT:** California State Parks

General Plan preparation for the 138 acre Urban Park in the heart of Los Angeles which includes a passive and environmentally sensitive parks and trails along the Los Angeles River Corridor that interfaces with an Active recreational center with Soccer and play fields, neighborhood park and community center.

Royal Mirage, Dubai, United Arab Emirates**Project Manager (EDSA)****CLIENT:** Mirage Leisure Development

Designer and Project Manager of 5 star resort hotel on Jumeira Beach. The Royal Mirage Resort offers 253 deluxe guestrooms and suites, each with a spectacular view of the Persian Gulf and the seemingly endless white sand beach.

Atlantis Resort Hotel + Casino, Paradise Island, Bahamas**Landscape Designer (EDSA)****CLIENT:** Sun International

Assisted in design and construction documentation of 5 star resort hotel and casino. The resort consists of twenty-three hundred rooms, thirty-eight restaurants, the Caribbean's largest casino, pools, waterslides and a 60-slip marina.

Four Season Ecological Gardens, Shanghai, China**Landscape Designer (EDSA)****CLIENT:** Oasis Development

Designer of public gardens, retail / entertainment core and educational facilities of 100 acre development in growing district of Shanghai.

DUANE BORDER**Doral Golf Resort + Spa, Miami, FL****Project Manager (EDSA)****CLIENT:** KSL Resorts

Designer and Project Manager for the redevelopment and resort pool and amenities including spa, waterfalls into the natural lagoon, waterslides and children's pool.

Arcade Plaza, Champaign, IL**Project Manager (U of I, PPFM)****CLIENT:** University of Illinois at Urbana Champaign

Designer and Project Manager for the expansion and redevelopment of urban plaza on the campus of the University of Illinois. The plaza offers spaces for gathering and student services activities.

EDUCATION

Bachelor of Science, Planning and Development, University of Southern California, Los Angeles, California

IRAIS WIDMAN**Associate**

Irais Widman is involved in a variety of planning projects that require planning support and project management. She is directly responsible for conducting extensive research, maintaining project schedules and the production and coordination of specific and master plans for EDAW. Irais' projects also include coordinating and producing a wide variety of planning and entitlement related documents as well as preparation of both large and small-scale presentation documents.

PROJECT EXPERIENCE**San Pedro Waterfront Promenade – Phase I, San Pedro, CA****Project Planner**

CLIENT: Port of Los Angeles

Design and implementation of a world-class pedestrian promenade along a mile-long segment of the San Pedro waterfront. Phase I of the waterfront project begins at the Vincent Thomas Bridge and terminates at the Ports O'Call Fire Station, and includes the World Cruise Center terminal and facilities. As part of project development, EDAW is undertaking an extensive public outreach program.

Pomona Downtown Specific Plan, Pomona, CA**Project Manager**

CLIENT: City of Pomona

Planning and Design study for 380-acre Historic Downtown District to revise the existing development regulations to increase housing opportunities, promote mixed-use development and reflect historic conditions.

Chapman University Specific Plan Amendment + EIR, Orange, CA**Project Manager**

CLIENT: Chapman University

Preparation/processing of a Specific Plan, Design Guidelines EIR, community outreach and governmental relations to allow for expansion of Chapman University, including the School of Film & Television and other academic uses.

Edinger Corridor Economic Development Plan, Huntington Beach, CA**Project Manager**

CLIENT: City of Huntington Beach

Implementation strategies and public participation program for a 350± acre revitalization area encompassing Huntington Beach Mall, Old World Village, and Golden West College.

Birch Street Village + Sports Complex Specific Plan, Brea, CA**Project Manager**

CLIENT: The Olson Company/City of Brea

A mixed-use Specific Plan for the reuse of a 37.2-acre infill site, incorporating a neighborhood of larger single family detached homes along with a public sports park complex.

Victoria By The Bay, Hercules, CA**Project Manager**

CLIENT: Catellus

Master plan for a 300-acre San Francisco Bay Area reuse project transforming a former oil refinery into a residential community.

IRAIS WIDMAN**Hartley Center, Brea, CA****Project Manager****CLIENT:** Unocal Corporation

Master plan for the mixed-use revitalization and adaptive reuse of a 120-acre infill site, incorporating land use and urban design strategies based on "smart growth" principles.

North Main Street District Specific Plan**Corona, CA****Project Manager****CLIENT:** City of Corona

Coordinated preparation of a Specific Plan with zoning standards for a 257-acre project site located within an existing redevelopment area. The zoning for the property was critical in developing a successful and implementable strategy to encourage redevelopment. The zoning contained permitted land uses, land use development standards, and parking and signage criteria. The Specific Plan includes a set of creative, yet flexible guidelines and design criteria for landscaping, architecture, and signage, designed to provide direction for gateway concepts, streetscape improvements, project identification, theming, landmark elements, hardscape elements, etc.

Diamond Valley Lake Master Plan + Biological Surveys, Hemet, CA**Project Manager****CLIENT:** Diamond Valley Recreation Group/MWD

Master Plan and Biological Surveys for 3,000 acres surrounding North America's largest man-made lake, includes two marinas, lodging, camping, recreational vehicle resort, residential uses, additional lakes, sports park facilities, retail/entertainment, golf courses and open space elements.

Murrieta Civic Center, Murrieta, CA**Project Manager****CLIENT:** City of Murrieta

Flexible 36-acre Master Plan for new Civic Center located at the gateway to the City's historic district.

Laguna Niguel Gateway Specific Plan, Laguna Niguel, CA**Project Planner****CLIENT:** City of Laguna Niguel

300-acre mixed-use revitalization project addressing market demand, circulation solutions, lot consolidation incentives, landscape, signage and gateway enhancements.

EDUCATION

Master of Landscape Architecture,
University of Illinois, Urbana-Champaign
Bachelor of Arts, History and Art, University
of California, Berkeley

REGISTRATIONS

Licensed Landscape Architect, California,
No. 1961, Date of Registration - 1980

AFFILIATIONS

American Society of Landscape Architects

TEACHING

Instructor, Landscape Architecture
Certificate Program, University of California,
Los Angeles and Irvine
Visiting Instructor, Landscape Architecture,
University of Illinois, Urbana-Champaign

HONORS + AWARDS

NAIOP Award for Urban Plaza,
Koll Center Irvine
LAF/Class Fund Sweepstakes Award +
Honor Award, Koll Center Irvine
LAF/Class Fund Honor Award,
Koll Center Orange
LAF/Class Fund Honor Award,
Union Bank Square
LAF/Class Fund Honor Award,
Sports Club/Irvine
Outstanding Graduate Student Award,
Illinois Chapter of ASLA
University of Illinois Ryerson Travelling
Fellowship, Post-Graduate Study in Kyoto,
Japan with Master Gardener, Kinsaku
Nakana

PUBLICATIONS

"Most Influential Landscapes," *Landscape
Journal*, Volume 12, Number 2, Fall, 1993
"Garden Design, Construction and Upkeep
- One Process," *Landscape Architecture*,
November, 1979

JAMES H. CURTIS**Senior Associate**

Jim Curtis is a Senior Project Manager with more than 20 years of experience as a landscape architect. His work has been consistently recognized for its design coherence, high quality, and attention to detail. A number of these projects have received awards and have been published in professional journals. Landscape architectural and planning work has included projects in California, Illinois, Massachusetts, New York, Ohio, the United Arab Emirates, Japan, and the Philippines.

PROJECT EXPERIENCE**Playa Vista, Los Angeles, CA****Project Manager**

CLIENT: Playa Capital Company, LLC

Conceptual landscape design through implementation and field observation for the streetscape, parks and perimeter landscape areas of this 1,100-acre urban infill project. Landscape amenities will include traditional tree-lined streets, parks, a riparian corridor, and a fresh-water marsh.

Canal City Hakata, Fukuoka, Japan**Project Manager**

CLIENT: Fukuoka Jisho Urban Development, Inc.

Landscape architecture and urban design services for this mixed-use development, which combines retail, entertainment, restaurant, hotel, and office facilities on a ten-acre site, and which features a canal that borders the entire outdoor pedestrian area.

Hartley Center Specific Plan, Brea, CA**Landscape Architect**

CLIENT: Unocal Corporation

Master plan concept for the mixed-use revitalization and adaptive reuse of the 120-acre former Unocal research facility; incorporating land use and urban design strategies based on "smart growth" principles.

Turtle Ridge, Irvine, CA**Project Manager**

CLIENT: The Irvine Company

Landscape architecture for 735-acre master planned community within the Irvine Ranch, which will include more than 300 acres of preserved open space.

Buena Park Mall Renovation, Buena Park, CA**Project Manager**

CLIENT: The Festival Companies

Landscape design for renovation of a 40-year old shopping center.

Lulu Leisure Island Master Plan, Abu Dhabi, United Arab Emirates**Project Manager**

CLIENT: Public Works Department of the Emirate of Abu Dhabi

Master plan for the 420-hectare development on an international destination resort and theme park, which includes a cultural complex, recreational facilities, a botanical garden, a zoological garden, marinas, beaches, a golf course, and four hotels, located on a manmade island.

JAMES H. CURTIS**Dubai World Trade Center, Dubai, United Arab Emirates****Project Manager****CLIENT:** N/A

The proposed master plan suggests adding a mix of uses including a convention center, hotel, retail entertainment complex, residential towers, and office blocks to the existing office building and hotel, which is located on a 45-hectare site adjacent to Dubai's coastal highway.

Koll Center Irvine, Irvine, CA**Project Manager****CLIENT:** The Koll Company

Landscape design for a mixed-use project, which binds together a 90-acre site with 2.5 million square feet of office space, four hotels, eight restaurants, and a private athletic club.

Koll Center Orange Phase I, Orange, CA**Project Manager****CLIENT:** The Koll Company

Redevelopment project which creates the focal point for the surrounding office buildings, hotel and restaurants.

Samsung "Noble County" Senior Intelligent Community, Seoul, Korea**Project Manager****CLIENT:** Samsung Evergreen

Landscape design for a retirement community located on a 20-hectare site in a distant suburban area of Seoul, Korea.

Emirates Golf Club, Dubai, United Arab Emirates**Project Manager****CLIENT:** N/A

485-hectare residential golf community located within easy commuting distance of Dubai's thriving port, expanding city center and commercial areas.

San Bernardino Valley Community College, San Bernardino, CA**Project Manager****CLIENT:** Steven Ehrlich Architects

Landscape design for integration of five new buildings into the existing campus fabric.

Park Place - 3121 Office Building, Irvine, CA**Project Manager****CLIENT:** Crow Winthrop Development, Limited Partnership

Landscape design for an office building that incorporates Feng Shui design principles. This building is a recent addition to the Park Place mixed-use center.

Orange Coast College Art Center, Costa Mesa, CA**Project Manager****CLIENT:** Steven Ehrlich Architects

Site design for new art center, which fits the building within the existing campus fabric.

JAMES H. CURTIS**Arts District, University of California, Santa Cruz, CA****Project Manager****CLIENT:** Regents of the University of California

Landscape and Open Space Plan, which binds the existing art studios and performing arts buildings with proposed additions to the art studios and a new Antoine Predock-designed performing arts center into a unified arts district.

University of California Los Angeles De Neve Plaza, Los Angeles, CA**Project Manager****CLIENT:** Bahr Vermeer + Haecker Architects

Landscape design for a new dormitory and dining facility for undergraduate students located on the western edge of the campus.

Brea-Olinda High School, Brea, CA**Project Manager****CLIENT:** Brea-Olinda Unified School District

Site design features a series of quadrangles, which step down a steep hillside providing views of the surrounding city and distant landscapes.

Jamboree Center Phase I, Irvine, CA**Project Manager****CLIENT:** The Irvine Company

Premier office complex located within the City of Irvine.

Ayala Triangle, Manila, Philippines**Project Manager****CLIENT:** Ayala Land, Inc.

Mixed-use development located in the heart of the financial district of Manila, including three high-rise towers, the relocated Philippines Stock Exchange, formal plazas, and a park.

Union Bank Square, Orange, CA**Project Manager****CLIENT:** Citicorp Real Estate Investment Services

Landscape design for renovation of a 30-year old, eight acre office complex.

Rancho Mirage Monterey Park/Residential Plan, Rancho Mirage, CA**Project Landscape Architect****CLIENT:** City of Rancho Mirage

Planning and landscape architectural design for village residential and city-wide community park located at the intersection of Monterey Avenue and Dinah Shore Drive.

Concord Gateway, Concord, CA**Project Manager****CLIENT:** N/A

The plaza between the project's two buildings straddles the main road into the city. Basques of flowering trees on each side of the road create a formal and dramatic landscape gateway to the developing retail, commercial, and office district.

Executive Life Plaza, Los Angeles, CA**Project Manager****CLIENT:** Raleigh Enterprises

Landscape and irrigation design for expansion of an existing office project in West Los Angeles.

JAMES H. CURTIS**Hutton Civic Centre Plaza, Santa Ana, CA****Project Manager****CLIENT:** Hutton Development Company

This project, built on a stringent budget by a private developer, provides office space for several County of Orange government agencies. The two buildings flank a central courtyard with a rich pattern of pavement and planting. Seating within the courtyard provides rest areas for county employees and citizens.

Donald W. Reynolds Foundation, Las Vegas, NV**Project Manager****CLIENT:** The Donald W. Reynolds Foundation

Landscape design for philanthropic organization's headquarters located on a 1.5-acre site in the town center area of Summerlin.

Reserve Square, Cleveland, OH**Project Manager****CLIENT:** The Equity Group

As part of a mixed-use complex, renovation of two apartment towers framing a five-story parking garage on a downtown block.

Tower City Post Office, Cleveland, OH**Project Manager****CLIENT:** Forest City Development

Interior atrium garden for the conversion of Cleveland's former central post office.

Toscana Apartments, Irvine, CA**Project Manager****CLIENT:** Forest City Development

900-unit apartment complex, which is the first phase of a master planned residential, commercial and retail mixed-use development.

Our Towne Homes, Brea, CA**Project Manager****CLIENT:** Baywood Development

Landscape Master Plan for an urban in-fill project, which proposed new townhomes for two downtown blocks within an urban redevelopment area.

Newport Ridge Condominiums, Newport Beach, CA**Project Manager****CLIENT:** Lewis Homes

Landscape master planning for common area gardens for condominium complex. Common area gardens and the pool area were designed to focus on the spectacular views of the Southern California coastline, the Pacific Ocean, and Catalina Island.

Marriott Life Care Center, Rancho Palos Verdes, CA**Project Manager****CLIENT:** Marriott Corporation

Proposed housing and medical care facility located atop a knoll on the Palos Verdes Peninsula. A series of gardens were developed as areas for the active and passive recreation of residents and their guests.

Las Lomas Community Park, Irvine, CA**Project Manager****CLIENT:** The Irvine Company

Eleven-acre community park which includes sports fields, hard courts, tot lots, picnic areas and a community building.

JAMES H. CURTIS**Tustin Market Place, Tustin, CA****Project Manager****CLIENT:** Donahue-Schiber/The Irvine Company

Landscape design for regional "Power Center" discount retail facility designed in collaboration with the renowned Mexican architect, Ricardo Legorreta. The drought-tolerant landscape and central grove of palm trees compliment the bold forms and colors of the buildings.

Terra Vista Town Center, Rancho Cucamonga, CA**Project Manager****CLIENT:** Architects Pacifica

Landscape design for a Mediterranean-style regional shopping center serving the recently developed communities in this suburban city.

Riverside South Park, New York, NY**Project Manager****CLIENT:** Riverside South Park Corporation

Landscape master planning for a 25-acre extension of historic Riverside Park from West 72nd Street to West 59th Street as part of the proposed redevelopment of the Pennsylvania Railroad Yards on Manhattan Island.

Upper Newport Bay Regional Park, Newport Beach, CA**Project Manager****CLIENT:** County of Orange, Department of Harbors, Beaches + Parks

General Development Plan and Resource Management Plan for an 110-acre park, which includes an interpretive center, interpretive displays, trails, picnic areas, and outdoor gathering areas.

Laguna Hills Community Center + Park Master Plan, Laguna Hills, CA**Project Manager****CLIENT:** City of Laguna Hills

Master plan for the 18-acre site includes a wide range of recreational and community uses including a gymnasium, a multipurpose building, a library, two soccer fields, two baseball fields, a roller hockey rink, a skateboard/in-line skate park, tot lots, picnic facilities, passive recreation areas, parking for 200 cars, and a connecting drive to the adjacent high school.

San Marino Park, Irvine, CA**Project Manager****CLIENT:** The Irvine Company

Four-acre community park, which includes a junior Olympic-size swimming pool, wading pool, tot lot, basketball court, open play area, picnic tables, and restrooms.

Costeau Park, Laguna Hills, CA**Project Manager****CLIENT:** City of Laguna Hills

Renovation of an existing four-acre neighborhood park.

Veeh Ranch Park Master Plan, Laguna Hills, CA**Project Manager****CLIENT:** City of Laguna Hills

Renovation of an existing four-acre neighborhood park, which includes the enhancement of existing groves with new trees and the clean-up of the adjacent riparian zone.

EDAW staff takes pride in producing quality work. We are always looking for innovation, creativity, and new approaches that will advance the state of the art within our profession. Quality work is the product of our collective knowledge, experience, and talent.

This commitment to quality is reflected at the highest levels within EDAW. EDAW's board of directors made the following policy statement in the Fall of 1998;

EDAW is committed to the performance of quality work and professional services for each of its clients, regardless of the scope, nature or extent of that work or those services to be performed. EDAW staff are expected to individually and corporately strive for a level of professional practice that reflects that commitment. Furthermore, processes designed to establish and maintain such a level of quality are to be continually developed and refined within the company.

Since 1996, EDAW has embarked upon a program to maintain and enhance the quality of its products throughout the firm. We have developed a family of manuals that address different aspects of the work that we do, these include:

- 1996 Quality Assurance Manual, directed toward design and built work
- 1996 Marketing Materials, providing a design package of resources for proposals
- 1998 Quality Assurance Manual for Documents
- 2001 revisions to both Quality Assurance Manuals and publication on our intranet facility.

EDAW QA manuals are updated periodically in accordance with feedback from individual offices on their effectiveness. To ensure that Quality is EDAW's top priority, we hold periodic audits of ongoing projects within the firm subject to the QA guidelines, and use those audits to improve our QA processes.

INTRODUCTION

This Quality Assurance Manual is targeted toward design projects with the expressed goal of assisting members of the firm in their professional efforts to achieve a basic standard of drawing content, legibility, and thoroughness. These are general guidelines, and do not supplant or modify the professional standard of care which governs the sufficiency of all professional services rendered by the firm through its employees. You, the individual EDAW employee, are responsible for professional quality, and the making of professional decisions. It is expected that you will use this guide for information in making those decisions, and rendering professional services.

This Quality Assurance Manual is not intended to foster a uniformity of style or a regimented aesthetic. By using these standards, it is envisioned that less time may be required to rethink technical issues on each project, allowing more time for the creative part of our work. If applied regularly and vigorously, the standards set forth here may reduce misinterpretation, error, addenda, and change orders, while increasing respect from our clients and colleagues. However, the responsibility resides with you to ensure that the services rendered are within the standard of professional care in the locality.

This Quality Assurance Manual is divided into separate parts. The first part is a series of checklists to be utilized by the project manager on all design projects. These checklists are brief and should act as prompts or reminders to the project manager to ensure that the checklist items are complete. The project manager should complete each of these checklists at the end of a phase of design and place these into the project file. These become part of the project archive and may become useful tools in negotiating additional services. If, for example, a client asks for redesign in April of a part of work where Schematic Design was noted as completed in February, this gives us cause to ask for additional services. These checklists are envisioned as internal documents, and should not be provided to the client. They may be used as a guide to determine the phase of completion.

The most critical checklist is the Third Party Review. This is a review of the 95% Contract Documents by an objective person with no prior knowledge of the project. This person reviews the documents for liability, constructability, and cost-effectiveness. This review must be signed by the reviewer, the project manager, and the principal-in-charge, as evidence of its completion. It is the most valuable of all reviews as it occurs just prior to releasing the documents for bids.

In addition to the checklists, we have provided a set of guidelines to suggest ways of improving document clarity, sequence, and content. These are meant to be constructive recommendations and are most useful for junior project managers or staff landscape architects performing tasks new to them. We have enclosed a series of graphic examples as well, so that both visual and verbal comparables are available.

For recommendations, standards, and practices relative to management of projects, see the EDAW Project Management Manual.

For recommendations, standards, and practices relative to CAD, see the EDAW CAD standards.

SCHEMATIC DESIGN

Schematic Design consists of a plan and support graphics that illustrate the conceptual idea of the landscape architecture. It is by intent more qualitative than quantitative. The overall form, content, and structure of the plan should be clear, rather than the details.

A typical Schematic Design package includes a Landscape Plan which incorporates all elements of paving, planting, architecture, and circulation into one plan. In addition, sections, elevations, perspectives, or comparable photographic images should accompany the plan to communicate the third dimension.

DESIGN DEVELOPMENT

Design Development is that phase of work in which the form, material, and character of the landscape architecture is illustrated. During this phase, the series for layout, grading, and planting should be distinguished from each other as distinct layers.

In addition to plans, enlargements, sections, and details should be provided to fully communicate the major elements of the planting and hard construction. These enlargements and sections should be quite specific about material, finish, color, and critical dimensions.

In addition to drawings, catalog cuts for furnishing and lighting are recommended. For paving, walls, and hard construction, a materials sample board or assemblage is recommended.

Drawings for Design Development may be computer-based and free-hand, as long as the content is understandable. If the purpose of Design Development is to establish the fundamental material palette for the project, the value is in establishing a firm basis for a valid cost estimate. The cost estimate at Design Development is a critical piece of information as one moves toward Contract Documents as it establishes a baseline for project scope and ambition. This is the most useful juncture for thoughtful "value landscape architecture". Not to be confused with value engineering, value landscape architecture is the judicious balance of scope and budget to meet the concept established in Schematic Design. If performed at the end of Design Development, value landscape architecture can retain the essential concept, while requiring Contract Documents for only those elements that meet the budget. If performed correctly, this process saves time, sheets, and heartache in the production of contract documents.

CONTRACT DOCUMENTS

Contract Documents are plans and specifications that fix and describe the work and are generally intended for bid by contractors. In addition to all of the content of Design Development, material finish, joinery, and installation details are typically included in the drawings.

Plans should be fully notated and coordinated with other consultant's work. Specifications should address all major materials and processes. If EDAW is prime, we must provide the complete front-end documents as well. If EDAW is a subconsultant, we should only provide specifications for the scope shown on our drawings. (For example, if we are only contracted to perform planting and topsoil, we should not provide fine grading specification as it is an assumption that others are being compensated for that service and we should not be redundant.) Drawings should be provided consistent with the contracted scope.

As landscape architects, we find ourselves designing complex exterior environments. Our ability to conceive places of extraordinary richness and depth should be informed by our legal limitations. While each state may offer a subtly distinct definition of what a landscape architect may design and seal, there are a few areas for which EDAW should not typically create contract documents. These include:

- Retaining walls over 4' in height.
- Erosion control
- Drainage structures.
- Exterior lighting/electrical elements.
- Waterproofing systems (except for pool/pond/fountain liners).
- Pedestrian bridges.
- Waterfront edges/bulkheads/piers.
- Minor buildings/picnic shelters.
- Swimming pools.
- Vehicular guardrails/crash barriers.
- Railroad crossings.
- Rooftop garden support structures.

For all of the above, a specialized consultant should typically prepare Contract Documents. In many cases, EDAW may provide Design Development drawings for these and may review their documents for aesthetic intent, but the contract documents should be sealed by that consultant and the drawings should be on that consultants' title block.

A good set of contract documents is concise, legible, and understandable to a contractor. While not a step-by-step menu, the documents should be laid out in a way that proceeds from the general to the specific and uses minimal jargon, representative symbology, and standard conventions that assists the contractor in the performance of his or her work.

A good set of contract documents may result in:

- Reduced errors, misinterpretations, and Requests for Information (RFI) by the contractor.
- Better, more competitive bids.
- Reduced addendum, change orders, and construction observation time.
- Reduced chance of legal claims.
- Increased respect from owner, architect, and contractor.

THIRD PARTY REVIEW

At 95% Contract Documents, the Project Manager should schedule a Third Party Review of the plans and specifications for all projects for which the total fee will exceed \$5,000. The purpose of this is to engage an objective opinion of the contract documents. The reviewer should have at least ten years experience in the preparation of contract documents, and should not have any prior participation in the project, to ensure objectivity. If no such person exists in a small office, the set should be sent to another office for review.

The Third Party Reviewer should scan the plans and specifications for code compliance, constructability, and liability. He or she should not comment on the aesthetic intent; rather, he or she should focus on the technical adequacy and constructability of documents.

REQUEST FOR PROPOSALS -- PROPOSER'S CERTIFICATION

On behalf of Proposer EDAW, Inc., the undersigned certifies, declares and agrees as follows:

1. **Absence of Any Conflict of Interest.** The Proposer is aware of the provisions of Section 2.180.010 of the Los Angeles County Code and certifies that neither Proposer nor its officers, principals, partners or major shareholders are employees of either the County or another public agency for which the Board of Supervisors is the governing body or a former employee who participated in any way in the development of the Contract or its service specifications within 12 months of the submission of this Proposal.
2. **Independent Price Determination.** The Proposer certifies that the prices quoted in its Proposal were arrived at independently, without consultation, communication, or agreement with any other Proposer for the purpose of restricting competition.
3. **Compliance with County Lobbyist Ordinance.** The Proposer is familiar with the requirements of Chapter 2.160 of the Los Angeles County Code. All persons acting on Proposer's behalf have complied with its provisions and will continue to do so pending the award of the Contract by the Board of Supervisors.

4. **Antidiscrimination.**

(a) In accordance with Section 4.32.010.A of the Los Angeles County Code, all persons employed by the Proposer, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin or sex and in compliance with all anti-discrimination laws of the United States and the State of California. The following policies and procedures shall be in force and effect over the Contract term: (1) a written policy statement prohibiting discrimination in all phases of employment; (2) periodic self-analysis or utilization analysis of Proposer's work force; (3) a system for determining if Proposer's employment practices are discriminatory against protected groups; and (4) where problem areas are identified in employment practices, a system for taking reasonable corrective action to include establishment of goals or timetables;

OR:

(b) Proposer is exempt from the provisions of Section 4.32.010 because the Contract is for the performance of professional, scientific, expert or technical services of a temporary and occasional character involving only a single individual or an individual or a firm employing less than 10 persons in connection with the performance of such Contract.

5. **Consideration of GAIN Participants for Employment.** As a threshold requirement for consideration for contract award, proposers shall demonstrate a proven record of hiring GAIN participants or shall attest to a willingness to consider GAIN participants for any future employment opening. Additionally, proposers shall attest to a willingness to provide employed GAIN participants access to the proposer's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and promotional opportunities. Proposers who are unable to meet this requirement shall not be considered for contract award.

Proposer has a proven record of hiring GAIN participants (subject to verification; attach proof);

OR:

Proposer is willing to consider GAIN participants for any future employment opening and to provide employed GAIN participants access to the proposer's employee mentoring program, if available.

On behalf of Proposer, I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct:

Don Smith
 Name Don Smith
 Signature _____

Vice President/Managing Principal
 Title _____
 Date 1/14/2004

County of Los Angeles – Community Business Enterprise Program (CBE)

Request for Local SBE Preference Program Consideration and CBE Firm/Organization Information Form

INSTRUCTIONS: All proposers/bidders responding to this solicitation must complete and return this form for proper consideration of the proposal/bid.

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

FIRM NAME: EDAW Inc.

☒ I AM NOT ☐ A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bids submission.

☐ I AM

☐ As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.

My County (WebVen) Vendor Number : _____

II. FIRM/ORGANIZATION INFORMATION: The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

Business Structure: ☐ Sole Proprietorship ☐ Partnership ☒ Corporation ☐ Non-Profit ☐ Franchise
☐ Other (Please Specify) _____

Total Number of Employees (including owners): 633

Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:

Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American	0	0	0	0	3	12
Hispanic/Latino	1	0	1	2	7	12
Asian or Pacific Islander	1	0	2	3	22	33
American Indian	0	0	0	0	0	2
Filipino	N/A	N/A	N/A	N/A	N/A	N/A
White	38	8	23	23	219	221

III. PERCENTAGE OF OWNERSHIP IN FIRM: Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	2%	2%	0%	0%	N/A%	79%
Women	0%	0%	0%	0%	N/A%	17%

IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES:

If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

Agency Name	Minority	Women	Dis- advantaged	Disabled Veteran	Expiration Date

V. DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND ACCURATE.

Print Authorized Name <u>Don Smith</u>	Authorized Signature <u>Don Smith</u>	Title <u>Vice President</u>	Date <u>1/14/09</u>
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CHILD SUPPORT COMPLIANCE PROGRAM CERTIFICATION

Los Angeles County Code Chapter 2.200 establishes the Los Angeles County Child Support Compliance Program. This Program requires the County to provide certain information to the District Attorney concerning its employees and business licensees. It further requires that bidders or proposers for County contracts submit certifications of Program compliance to the soliciting County department along with their bids or proposals. (In an emergency procurement, as determined by the soliciting County department, these certifications may be provided immediately following the procurement)

IN ORDER TO COMPLY WITH THIS REQUIREMENT, COMPLETE THIS FORM AND SUBMIT IT DIRECTLY TO THE SOLICITING COUNTY DEPARTMENT ALONG WITH YOUR BID OR PROPOSAL. IN ADDITION, PROVIDE A COPY TO THE CSSD AT THE ADDRESS OR FAX NUMBER SHOWN BELOW. SOLE PRACTITIONER MEMBERS OF AN ASSOCIATION MUST COMPLETE AND SUBMIT INDIVIDUAL FORMS.

I, (print name) Don Smith hereby submit this certification to the (County department) County of Los Angeles Department of Beaches and Harbors, pursuant to the provisions of County Code Section. 2.200.060 and hereby certify that (contractor or association name as shown in bid or proposal),

EDAW, Inc., an independently owned or franchiser-owned business (circle one), located at (contractor, or, if an association, associated member address)

150 Chestnut Street San Francisco, California 94111

is in compliance with Los Angeles County's Child Support Compliance Program and has met the following requirements:

- 1) Submitted a completed Principal Owner Information Form to the District Attorney Bureau of Family Support Operations;
- 2) Fully complied with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and/or California Unemployment Insurance Code Section 1088.5, and will continue to comply with such reporting requirements;
- 3) Fully complied with all lawfully served Wage and Earnings Withholding Orders or District Attorney Notices of Wage and Earnings Assignment, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b) or pursuant to applicable provisions of the Uniform Interstate Family Support Act, and will continue to comply with such Orders or Notices.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this 14th day of January 2009
(Month and Year)

at: Irvine, California (City/State) (949) 660-8044 (Telephone No.)

by: Don Smith
(Signature of a Principal Owner, an officer, or manager responsible for submission of the bid or proposal to the County.)

Copy to: Child Support Services Department
Special Projects
P.O. Box 911009
Los Angeles, CA 90091-1009
FAX: (323) 869-0634

Telephone: (323) 832 7277 or (323) 832-7276

**COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM
CERTIFICATION FORM AND APPLICATION FOR EXCEPTION**

The County's solicitation for this Request for Proposals is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program), Los Angeles County Code, Chapter 2.203. All proposers, whether a contractor or subcontractor, must complete this form to either certify compliance or request an exception from the Program requirements. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the Bidder is excepted from the Program.

Company Name:	EDAW Incorporated		
Company Address:	150 Chestnut Street		
City:	San Francisco	State:	California
Telephone Number:	415/433-1484	Zip Code:	94111
Solicitation For (Type of Services):	Urban Planning and Design; Landscape Architecture		

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.

Part I: Jury Service Program is Not Applicable to My Business

- ☐ My business does not meet the definition of "contractor," as defined in the Program, as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract itself will exceed \$50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.
- ☐ My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exception will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

"Dominant in its field of operation" means having more than ten employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.


- ☐ My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

OR

Part II: Certification of Compliance

- ☒ My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name: Don Smith	Title: Vice President/ Managing Principal
Signature: 	Date: 1/14/2004